CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING AGENDA

JUNE 13, 2019
9:00 AM

60 YEARS
Jobs, Enterprise & Regional Infrastructure

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

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

Addressing the City Council:

- ***Agenda Items:*** *Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.*

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

Americans with Disabilities Act:

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

Agendas and other writings:

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

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 13, 2019

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

5.2 Consideration of the minutes of the October 26, 2017 regular meeting, October 26, 2017 joint special meeting, February 27, 2018 special meeting, April 26, 2018 regular meeting, June 7, 2018 joint special meeting, June 28, 2018 regular meeting and May 23, 2019 regular meeting

RECOMMENDED ACTION: Approve as submitted.

5.3 Consideration and ratification of License Agreement with Southern California Edison for the installation of event banners on street light poles at various locations throughout the City

RECOMMENDED ACTION: Ratify the License Agreement as executed by the City Manager.

6. ACTION ITEMS

6.1 Consideration of Resolution No. 2019-27 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ADOPTING THE FY 2019-20 PROPOSED BUDGET

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-27.

6.2 Consideration of Resolution No. CC 2019-23 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING AND ESTABLISHING THE FISCAL YEAR 2019-2020 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 2019-23.

6.3 Consideration of Resolution No. CC 2019-28– A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2018-51 AND ADOPTING SALARY RANGE SCHEDULES FOR CITY EMPLOYEES FOR FISCAL YEAR 2019-2020

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-28.

6.4 Consideration of Resolution No. CC 2019-29 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING THE CREATION OF A CITY OPERATING RESERVE FUND, SPECIAL REVENUE OPERATING RESERVE, ENTERPRISE FUND OPERATING RESERVE, AND A CITY CAPITAL IMPROVEMENT RESERVE FUND AND AUTHORIZING CERTAIN APPROPRIATIONS TO VARIOUS FUNDS

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-29.

6.5 Consideration of a Betterment Agreement for the Enhancement of Landscaping between the City of Industry, Successor Agency to the Industry Urban-Development Agency and the City of Diamond Bar for the SR 57/60 Confluence Grand Avenue at Golden Springs Drive Project

RECOMMENDED ACTION: Approve the Agreement.

6.6 Consideration of a Professional Services Agreement with PlaceWorks Engineering and Consulting, Inc. to provide an Initial Study/Negative Declaration or Mitigated Negative Declaration for proposed automobile dealership located at 17647 Gale Avenue, in an amount not to exceed $55,342 from June 13, 2019 to June 13, 2020

RECOMMENDED ACTION: Approve the Agreement.

6.7 Consideration of a Professional Services Agreement with CASC Engineering and Consulting, Inc. to provide an Initial Study/Negative Declaration or Mitigated Negative Declaration for a proposed Zoning Code amendment regarding collectible malls, in an amount not to exceed $22,295 from June 13, 2019 to June 13, 2020

RECOMMENDED ACTION: Approve the Agreement.

6.8 Consideration of Amendment No. 1 to the Right-of-Way Agreement between the City of Industry and Crown Castle NG West, LLC., to Locate Certain Facilities in the City Right-of-Ways (JN-6207)

RECOMMENDED ACTION: Approve the Amendment.

6.9 Consideration of Payment for the Consultant Services Agreement between Mead & Hunt, Inc. and the Tres Hermanos Conservation Authority for Dam Inundation Mapping and Emergency Action Planning services at Chino Ranch #1 Dam, No. 2025.000, in the amount of $18,000

RECOMMENDED ACTION: Approve payment for the services per the Tres Hermanos Conservation Authority joint powers agreement.

6.10 Consideration of Amendment No. 4 to the Professional Services Agreement with Trimark Associates, Inc., to provide Data Acquisition System, Met Station, Remote Intelligent Gateway and Revenue Meter Services for the Metrolink Solar and Electrical Vehicle Charging Facility increasing total compensation by $62,160 through May 31, 2022

RECOMMENDED ACTION: Approve the Amendment.

6.11 Consideration of Notice of Completion for Industry Hills Trail Lighting Improvements (Project No. CIP-IH-18-011-B) Aldridge Electric, Inc., (Contract No. DS-18-023-B)

RECOMMENDED ACTION: Approve the Notice of Completion, and authorize the City Engineer to execute the Notice of Completion.

7. **CITY COUNCIL COMMITTEE REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

10.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4) (One Potential Case)

11. Adjournment. The next regular City Council Meeting will be Thursday, June 27, 2019 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF JUNE 13, 2019

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
100	GENERAL FUND	3,194,948.04
103	PROP A FUND	5,416.09
120	CAPITAL IMPROVEMENT FUND	572,410.89
140	CITY DEBT SERVICE	2,000.00
TOTAL ALL FUNDS		3,774,775.02

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUNTS	75,649.96
PROP/A	PROP A - CKING ACCOUNT	5,416.09
REF	REFUSE - CKING ACCT	1,452,601.42
WFBK	WELLS FARGO - CKING ACCOUNT	2,241,107.55
TOTAL ALL BANKS		3,774,775.02

APPROVED PER CITY MANAGER

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CITY OF INDUSTRY

BANK OF AMERICA

June 13, 2019

Check	Date			Payee Name	Check Amount
CITYGEN.CHK - City General					
WT1114	05/10/2019			JOHN HANCOCK USA	$4,094.75
	Invoice	Date	Description	Amount	
	4/6/19-5/3/19	05/16/2019	PARS CONTRIBUTIONS FOR APRIL 2019	$4,094.75	
WT1115	05/20/2019			CAL-PERS	$44,978.34
	Invoice	Date	Description	Amount	
	MAY2019	05/20/2019	CALPERS MEDICAL PREMIUM FOR JUNE 2019	$44,978.34	
WT1116	05/22/2019			MIDAMERICA ADMINISTRATIVE &	$26,576.87
	Invoice	Date	Description	Amount	
	JUN-JUL2019	05/22/2019	MEDICAL PREMIUM REIMBURSEMENT	$26,576.87	

Checks	Status	Count	Transaction Amount
	Total	3	$75,649.96

CITY OF INDUSTRY

PROP A

June 13, 2019

Check	Date			Payee Name	Check Amount
PROPA.CHK - Prop A Checking					
90084	05/21/2019			**WALNUT VALLEY WATER DISTRICT**	$126.84
	Invoice	Date	Description	Amount	
	3326984	05/07/2019	3/31-4/30/19 SVC-IRR METROLINK STA-SPANISH LN	$126.84	
90085	06/04/2019			**SO CALIFORNIA EDISON COMPANY**	$106.34
	Invoice	Date	Description	Amount	
	2019-00001684	05/23/2019	4/23-5/22/19 SVC-600 S BREA CYN B	$106.34	
90086	06/13/2019			**COUNTY OF LA DEPT OF PUBLIC**	$235.06
	Invoice	Date	Description	Amount	
	PW-19050605302	05/06/2019	FAIRWAY DR GRADE SEPARATION	$235.06	
90087	06/13/2019			**INDUSTRY SECURITY SERVICES**	$4,847.45
	Invoice	Date	Description	Amount	
	14-23878	05/17/2019	SECURITY SVC-METROLINK	$1,724.47	
	14-23893	05/24/2019	SECURITY SVC-METROLINK	$1,729.73	
	14-23904	05/31/2019	SECURITY SVC-METROLINK	$1,393.25	
90088	06/13/2019			**SO CAL INDUSTRIES**	$100.40
	Invoice	Date	Description	Amount	
	382706	05/17/2019	RR RENTAL-METROLINK	$100.40	

Checks	Status	Count	Transaction Amount
	Total	5	$5,416.09

CITY OF INDUSTRY

WELLS FARGO REFUSE

June 13, 2019

Check	Date			Payee Name	Check Amount
REFUSE - Refuse Account					
WT262	06/05/2019			CITY OF INDUSTRY DISPOSAL CO.	$1,446,768.02
	Invoice	Date	Description	Amount	
	3629760	06/05/2019	REFUSE SVC 5/1-5/31/19	$1,446,768.02	
80125	06/13/2019			CITY OF INDUSTRY DISPOSAL CO.	$5,833.40
	Invoice	Date	Description	Amount	
	5/14/2019	05/14/2019	REIMBURSEMENT FOR VVS ACCT #413247-DEP TO	$5,833.40	

Checks	Status	Count	Transaction Amount
	Total	2	**$1,452,601.42**

CITY OF INDUSTRY

WELLS FARGO VOIDED CHECKS

June 13, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
69809	10/04/2018		06/05/2019	**L A COUNTY REGISTRAR-**	($75.00)
	Invoice	Date	Description	Amount	
			VOIDED-CHECK NOT NEEDED		
	DP 17-6	10/04/2018	FEE-NOTICE OF INTENT TO ADOPT AN MND FOR DP	($75.00)	
70045	11/29/2018		06/04/2019	**AMANDA FOSTER**	($24.75)
	Invoice	Date	Description	Amount	
			VOIDED-CHECK NOT RECEIVED		
	10/25/18	10/25/2018	REIMBURSE FOR MILEAGE-HOMESTEAD	($24.75)	

Checks	Status	Count	Transaction Amount
	Total	2	($99.75)

CITY OF INDUSTRY

WELLS FARGO WIRE TRANSFER

June 13, 2019

Checks	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

WT10009	06/13/2019			**SCHLICHTING, DIANE**	$10,365.35
	Invoice	Date	Description	Amount	
	6/1-6/30/19	06/05/2019	PER SETTLEMENT AGRMT DATED 8/22/18	$10,365.35	

Check	Status	Count	Transaction Amount
	Total	1	**$10,365.35**

CITY OF INDUSTRY
WELLS FARGO BANK
June 13, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
71280	05/22/2019		05/31/2019	FA COMMERCIAL DUE DILIGENCE	$18,900.00
	Invoice	Date	Description	Amount	
	18120470-1	01/28/2019	MAPPING SVC-TRES HERMANOS	$18,900.00	
71281	05/22/2019		05/31/2019	AT & T	$9.01
	Invoice	Date	Description	Amount	
	2019-00001652	05/01/2019	05/01-05/31/19 SVC - CITY WHITE PAGES	$9.01	
71282	05/22/2019		05/31/2019	CATHERINE MARCUCCI	$120.00
	Invoice	Date	Description	Amount	
	5/7-5/9/19	05/14/2019	REIMBURSE FOR TRAVEL EXPENSE-WASHINGTON	$120.00	
71283	05/22/2019		05/31/2019	FRONTIER	$1,153.18
	Invoice	Date	Description	Amount	
	2019-00001633	05/02/2019	05/02-06/01/19 SVC - 1015 NOGALES ST	$54.95	
	2019-00001634	05/01/2019	05/01-05/31/19 SVC - VARIOUS SITES	$953.24	
	2019-00001635	05/02/2019	05/02-06/01/19 SVC - IH GOLF COURSE FUEL PUMP	$144.99	
71284	05/22/2019		05/31/2019	SAN GABRIEL VALLEY WATER CO.	$772.24
	Invoice	Date	Description	Amount	
	2019-00001653	05/14/2019	04/11-05/13/19 SVC - 132 IRRIG PUENTE	$355.45	
	2019-00001654	05/14/2019	04/11-05/13/19 SVC - 123 IRRIG WORKMAN MILL	$231.02	
	2019-00001655	05/14/2019	04/11-05/13/19 SVC - 13756 VALLEY	$185.77	
71285	05/22/2019		05/31/2019	SO CALIFORNIA EDISON COMPANY	$8,130.91
	Invoice	Date	Description	Amount	
	2019-00001636	05/07/2019	04/03-05/03/19 SVC - 15625 STAFFORD ST	$3,909.43	

CITY OF INDUSTRY
WELLS FARGO BANK
June 13, 2019

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
2019-00001637	05/11/2019	04/10-05/10/19 SVC - 575 BALDWIN PARK BLVD U	$63.02	
2019-00001638	05/01/2019	07/13-08/03/18 SVC - 12851 CROSSROADS PKWY S	$72.87	
2019-00001639	05/03/2019	04/01-05/01/19 SVC - GALE AVE / L STREET	$37.53	
2019-00001640	05/03/2019	04/01-05/01/19 SVC - NOGALES ST / SAN JOSE AVE	$490.76	
2019-00001641	05/02/2019	04/01-05/01/19 SVC - 1 VALLEY/AZUSA OL1	$16.78	
2019-00001642	05/11/2019	03/22-05/08/19 SVC - VALLEY BLVD U-VARIOUS SITES	$475.45	
2019-00001643	05/03/2019	04/01-05/01/19 SVC - VARIOUS SITES	$94.60	
2019-00001644	05/09/2019	04/05-05/05/19 SVC - 133 N AZUSA AVE	$179.07	
2019-00001645	05/03/2019	03/21-04/22/19 SVC - 1015 NOGALES ST	$439.73	
2019-00001646	05/09/2019	03/07-05/07/19 SVC - VARIOUS SITES	$46.48	
15660STAFF-APR19	04/30/2019	03/28-04/29/19 SVC - 15660 STAFFORD ST	$1,722.36	
2019-00001647	04/30/2019	04/22-04/29/19 SVC - 205 N HUDSON AVE	$62.84	
2019-00001648	04/30/2019	03/28-04/29/19 SVC - 137 N HUDSON AVE	$324.59	
2019-00001649	05/08/2019	04/05-05/07/19 SVC - 1135 HATCHER AVE	$195.40	
71286	05/22/2019	05/31/2019	**SPECTRUM**	$938.99
Invoice	Date	Description	Amount	
0362894051019	05/10/2019	BUSINESS INTERNET-MAY 2019	$938.99	
71287	05/22/2019	05/31/2019	**THREE VALLEYS MUNICIPAL WATER**	$2,754.24
Invoice	Date	Description	Amount	
APRIL 2019	04/30/2019	04/01-04/30/19 SVC - TONNER CANYON	$2,754.24	
71288	05/22/2019	05/31/2019	**WALNUT VALLEY WATER DISTRICT**	$4,995.16
Invoice	Date	Description	Amount	
3327206	05/07/2019	03/31-04/30/19 SVC - 21627 GRAND CROSSING PKWY	$307.76	
3327205	05/07/2019	04/01-04/30/19 SVC - 21627 GRAND CROSSING PKWY	$167.72	

CITY OF INDUSTRY
WELLS FARGO BANK
June 13, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	3327142	05/07/2019	04/01-04/30/19 SVC - GRAND CROSSING	$79.84	
	3327141	05/07/2019	03/31-04/30/19 SVC - GRAND AVE CROSSING	$306.33	
	3327135	05/07/2019	03/31-04/30/19 SVC - BAKER PKWY METER #2	$214.88	
	3327134	05/07/2019	04/01-04/30/19 SVC - BAKER PKWY METER #1	$144.86	
	3327144	05/07/2019	04/01-04/30/19 SVC - 22002 VALLEY BLVD	$193.20	
	3334905	05/09/2019	03/31-04/29/19 SVC - PUMP STN N/W CHERYL	$25.88	
	3327164	05/07/2019	04/01-04/30/19 SVC - BAKER PKWY & GRAND N/W CNR	$529.26	
	3327199	05/07/2019	04/01-04/30/19 SVC - END OF BAKER PKWY-TEMP	$2,501.25	
	3327171	05/07/2019	04/01-04/30/19 SVC - E/S GRAND S/O BAKER PKWY	$149.50	
	3327163	05/07/2019	04/01-04/30/19 SVC - GRAND CROSSING WEST	$61.60	
	3327162	05/07/2019	04/01-04/30/19 SVC - GRAND CROSSING EAST	$44.68	
	3327161	05/07/2019	04/01-04/30/19 SVC - 21350 VALLEY-MEDIAN	$268.40	
71289	05/29/2019			**FIDELITY SECURITY LIFE**	$1,211.82
	Invoice	Date	Description	Amount	
	163919427	06/01/2019	VISION PREMIUM FOR JUNE 2019	$1,211.82	
71290	05/29/2019			**HUMANA INSURANCE COMPANY**	$5,515.60
	Invoice	Date	Description	Amount	
	389690394	05/13/2019	DENTAL PREMIUM FOR JUNE 2019	$5,515.60	
71291	05/29/2019			**MUTUAL OF OMAHA**	$4,789.13
	Invoice	Date	Description	Amount	
	939838045	06/01/2019	LIFE INSURANCE PREMIUM FOR JUNE 2019	$4,789.13	
71292	05/29/2019		05/31/2019	**SPECTRUM**	$938.99
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
June 13, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	0362894040119	04/01/2019	BUSINESS INTERNET-APR 2019	$938.99	
71293	05/29/2019			**UNUM LIFE INSURANCE COMPANY**	$5,397.60
	Invoice	Date	Description	Amount	
	6/1-6/30/19	05/20/2019	LONG TERM CARE PREMIUM FOR JUNE 2019	$5,397.60	
71294	05/29/2019			**FRONTIER**	$252.39
	Invoice	Date	Description	Amount	
	2019-00001666	05/16/2019	05/16-06/15/19 SVC - PH AUTO PLAZA	$178.65	
	2019-00001667	05/16/2019	05/16-06/15/19 SVC - BREA CYN PUMP STN	$73.74	
71295	05/29/2019			**INDUSTRY PUBLIC UTILITY**	$56.68
	Invoice	Date	Description	Amount	
	2019-00001668	05/15/2019	04/10-05/10/19 SVC - 370 GRAND AVE SOUTH	$56.68	
71296	05/29/2019			**SAN GABRIEL VALLEY WATER CO.**	$44.72
	Invoice	Date	Description	Amount	
	2019-00001669	05/17/2019	04/16-05/16/19 SVC - 336 EL ENCANTO	$44.72	
71297	05/29/2019		05/31/2019	**SO CALIFORNIA EDISON COMPANY**	$17,124.16
	Invoice	Date	Description	Amount	
	2019-00001670	05/08/2019	04/05-05/07/19 SVC - 1123 HATCHER AVE STE A	$218.48	
	2019-00001671	05/14/2019	04/11-05/13/19 SVC - 490 7TH U	$59.91	
	2019-00001672	05/14/2019	04/25-05/10/19 SVC - 17378 GALE AVE B	$201.36	
	2019-00001673	05/14/2019	04/25-05/10/19 SVC - 745 ANAHEIM-PUENTE RD CP	$29.35	
	2019-00001674	05/17/2019	04/16-05/16/19 SVC - 17635 GALE	$1,136.13	
	2019-00001675	05/17/2019	04/16-05/16/19 SVC - PECK RD S/O PELLISSIER	$19.08	

CITY OF INDUSTRY
WELLS FARGO BANK
June 13, 2019

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	2019-00001676	05/17/2019	04/16-05/16/19 SVC - 1341 FULLERTON RD	$76.24	
	2019-00001677	05/18/2019	04/11-05/16/19 SVC - VARIOUS SITES	$1,646.25	
	2019-00001678	05/18/2019	04/17-05/17/19 SVC - 900 NOGALES U	$32.26	
	2019-00001679	05/18/2019	03/18-05/16/19 SVC - VARIOUS SITES	$1,663.85	
	2019-00001680	05/18/2019	04/16-05/16/19 SVC - VARIOUS SITES	$4,489.89	
	2019-00001681	05/18/2019	10/15/18-05/16/19 SVC - VARIOUS SITES	$3,010.46	
	2019-00001682	05/18/2019	04/01-05/01/19 SVC - VARIOUS SITES	$4,540.90	
71298	05/29/2019			**SOCALGAS**	$22.46
	Invoice	Date	Description	Amount	
	2019-00001683	05/17/2019	04/16-05/15/19 SVC - 610 S BREA CYN RD	$22.46	
71299	05/30/2019			**STATE WATER RESOURCES**	$442.00
	Invoice	Date	Description	Amount	
	APP ID#509212	05/30/2019	FEE FOR APPLICATION #509212-WALNUT DR SOUTH	$442.00	
71300	05/30/2019			**TPX COMMUNICATIONS**	$1,985.26
	Invoice	Date	Description	Amount	
	115993800-0	04/30/2019	TEL/INTERNET-HOMESTEAD	$1,985.26	
71301	06/04/2019			**AMANDA FOSTER**	$24.75
	Invoice	Date	Description	Amount	
	10/25/18	10/25/2018	REIMBURSE FOR MILEAGE-HOMESTEAD	$24.75	
71302	06/04/2019			**AT & T**	$446.42
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
June 13, 2019

Check	Date		Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo					
	2019-00001685	05/17/2019	05/17-06/16/19 SVC - TONNER CYN-GUARD SHACK	$220.83	
	2019-00001686	05/17/2019	05/17-06/16/19 SVC - TONNER CYN-RADIO	$225.59	
71303	06/04/2019		**FRONTIER**		$70.50
	Invoice	Date	Description	Amount	
	2019-00001704	05/19/2019	05/19-06/18/19 SVC - FOLLOW'S CAMP GUARD	$70.50	
71304	06/04/2019		**INDUSTRY PUBLIC UTILITIES**		$401.41
	Invoice	Date	Description	Amount	
	2019-00001687	05/20/2019	03/18-05/20/19 SVC - VALLEY & 7TH (IRRI)	$401.41	
71305	06/04/2019		**SO CALIFORNIA EDISON COMPANY**		$530.15
	Invoice	Date	Description	Amount	
	2019-00001688	05/22/2019	04/22-05/21/19 SVC - 14661 & 14911 CLARK AVE U	$99.71	
	2019-00001689	05/23/2019	04/23-05/22/19 SVC - 1007 LAWSON ST TC1	$41.59	
	2019-00001690	05/23/2019	04/23-05/22/19 SVC - 21380 VALLEY PED	$9.83	
	2019-00001691	05/23/2019	04/23-05/22/19 SVC - 575 BREA CYN RD	$10.54	
	2019-00001692	05/23/2019	04/23-05/22/19 SVC - 580 BREA CYN RD	$10.43	
	2019-00001693	05/24/2019	05/07-05/22/19 SVC - 1123 HATCHER AVE STE A	$107.43	
	2019-00001694	05/25/2019	05/10-05/24/19 SVC - VARIOUS SITES	$250.62	
71306	06/04/2019		**SOCALGAS**		$89.91
	Invoice	Date	Description	Amount	
	2019-00001695	05/23/2019	04/22-05/21/19 SVC - 13756 VALLEY BLVD	$14.30	
	2019-00001696	05/24/2019	04/23-05/22/19 SVC - 15415 DON JULIAN RD	$75.61	

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
71307	06/04/2019			**SUBURBAN WATER SYSTEMS**	$404.55
	Invoice	Date	Description	Amount	
	180090440594	05/23/2019	05/03-05/23/19 SVC - 205 HUDSON AVE	$34.92	
	180011824757	05/24/2019	04/26-05/24/19 SVC - AZUSA & GEMINI	$369.63	
71308	06/13/2019			**ADVANCED DISCOVERY, INC.**	$3,395.50
	Invoice	Date	Description	Amount	
	AD71706	04/30/2019	DOCUMENT MGMGT-APR 2019	$1,700.90	
	AD70880	03/31/2019	DOCUMENT MGMGT-MAR 2019	$1,694.60	
71309	06/13/2019			**ALDRIDGE ELECTRIC, INC.**	$17,477.53
	Invoice	Date	Description	Amount	
	#7CIP-IH-18-011B	06/01/2019	INDUSTRY HILLS TRAILS LIGHTING IMPROVEMENTS	$18,397.40	
71310	06/13/2019			**ANNEALTA GROUP**	$123,101.00
	Invoice	Date	Description	Amount	
	1370	03/13/2019	17835 GALE AVE	$2,809.50	
	1434	05/20/2019	GENERAL PLANNING SVC-APR 2019	$27,910.50	
	1435	05/20/2019	GENERAL DEVELOPMENT SVC-APR 2019	$48,963.00	
	1436	05/20/2019	PUBLIC WORKS SUPPORT SVC-APR 2019	$5,580.00	
	1437	05/20/2019	STORMWATER COMPLIANCE-APR 2019	$34,784.00	
	1438	05/20/2019	1600 AZUSA AVE 174 & 178	$188.00	
	1439	05/20/2019	17405 GALE AVE	$520.00	
	1440	05/20/2019	17835 GALE AVE	$188.00	
	1441	05/20/2019	18009 GALE AVE	$94.00	
	1442	05/20/2019	18731 RAILROAD ST	$832.00	

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CITY.WF.CHK - City General Wells Fargo					
	1443	05/20/2019	13191 CROSSROADS, OFFICE BLDG	$94.00	
	1444	05/20/2019	17647 GALE AVE, PENSKE DEALERSHIP	$1,138.00	
71311	06/13/2019			**ARCON STRUCTURAL ENGINEERS,**	$3,000.00
	Invoice	Date	Description	Amount	
	7508	05/15/2019	STRUCTURAL ENGINEERING SVC-FULLERTON RD	$3,000.00	
71312	06/13/2019			**BRYAN PRESS**	$1,931.10
	Invoice	Date	Description	Amount	
	0081448-B	05/03/2019	LASER CHECKS-COI	$961.89	
	0081448-C	05/03/2019	LASER CHECKS-SA	$192.37	
	0081550	05/15/2019	BUSINESS CARDS-D. LOMELI & E. MONRIQUEZ	$82.65	
	0081489	05/03/2019	LETTERHEAD-VARIOUS	$439.62	
	0081542	05/15/2019	MAILING LABELS	$254.57	
71313	06/13/2019			**CARLSON, CALLADINE & PETERSON,**	$29,514.25
	Invoice	Date	Description	Amount	
	21055	05/24/2019	LEGAL SVC-APR 2019	$29,514.25	
71314	06/13/2019			**CARTEGRAPH SYSTEMS, INC.**	$44,550.00
	Invoice	Date	Description	Amount	
	SIN006034	05/23/2019	GEOGRAPHIC INFO SYSTEM SOFTWARE	$6,600.00	
	BD0000202	05/23/2019	GEOGRAPHIC INFO SYSTEM SOFTWARE	$37,950.00	
71315	06/13/2019			**CASC ENGINEERING AND**	$2,850.00
	Invoice	Date	Description	Amount	
	40602	04/30/2019	NPDES CONSULTING -COI	$2,850.00	

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
71316	06/13/2019			**CASSO & SPARKS, LLP**	$88,333.47
	Invoice	Date	Description	Amount	
	20329	06/03/2019	SA-LEGAL SVC FOR MAR 2019	$11,046.61	
	20330	06/03/2019	COI-LEGAL SVC FOR MAR 2019	$77,286.86	
71317	06/13/2019			**CHEM PRO LABORATORY, INC**	$283.00
	Invoice	Date	Description	Amount	
	647512	05/23/2019	WATER TREATMENT-APR 2019	$283.00	
71318	06/13/2019			**CHINESE-AMERICAN ELECTED**	$788.00
	Invoice	Date	Description	Amount	
	2019 CEO INSTALL	05/23/2019	FULL PAGE AD FOR CITY-2019 CEO AWARDS DINNER	$788.00	
71319	06/13/2019			**CINTAS CORPORATION LOC 693**	$437.16
	Invoice	Date	Description	Amount	
	4021747775	05/13/2019	DOOR MATS	$55.60	
	4022183107	05/20/2019	DOOR MATS	$270.36	
	4022188015	05/20/2019	DOOR MATS	$55.60	
	4022663427	05/28/2019	DOOR MATS	$55.60	
71320	06/13/2019			**CITY OF INDUSTRY**	$2,487.84
	Invoice	Date	Description	Amount	
	2019-00000067	04/30/2019	IH FUEL PUMP-CITY HALL VEHICLES	$749.99	
	2019-00000065	04/30/2019	IH FUEL PUMP-SECURITY VEHICLES	$1,737.85	

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
71321	06/13/2019			**CITY OF INDUSTRY-PAYROLL ACCT**	$25,000.00
	Invoice	Date	Description	Amount	
	P/R PE 5/31/19	06/05/2019	REIMBURSE FOR PAYROLL PE 5/31/19	$25,000.00	
71322	06/13/2019			**CNC ENGINEERING**	$446,042.72
	Invoice	Date	Description	Amount	
	458726	05/30/2019	NPDES STORM WATER	$1,757.50	
	458727	05/30/2019	TONNER CYN PROPERTY	$5,305.00	
	458728	05/30/2019	EXPO CENTER STANDARDS OF FAC MAINT	$5,526.25	
	458729	05/30/2019	CHINO RANCH DAM RENOVATION	$1,400.00	
	458730	05/30/2019	TRES HERMANOS GENERAL ENGINEERING (JPA)	$6,457.50	
	458731	05/30/2019	CITY HALL MAINT	$1,732.50	
	458732	05/30/2019	HOMESTEAD MUSEUM IMPROVEMENTS	$925.00	
	458733	05/30/2019	SAFETY UPGRADES AT VARIOUS RR CROSSINGS	$2,677.50	
	458734	05/30/2019	STIMSON AVE CROSSING	$152.50	
	458736	05/30/2019	SAN JOSE AVE RECONSTRUCTION	$4,625.00	
	458737	05/30/2019	TRAFFIC SIGNAL AT NELSON/SUNSET AVE	$15,110.00	
	458738	05/30/2019	INDUSTRY HILLS FUEL TANKS DISPENSING	$742.50	
	458739	05/30/2019	ROUTINE OPERATION/MONITORING-LANDFILL GAS	$60.00	
	458740	05/30/2019	HIGHWAY BRIDGE FUNDING PROGRAM	$660.00	
	458741	05/30/2019	FISCAL YEAR BUDGET	$15,495.00	
	458742	05/30/2019	BUSINESS PKY PCC PAVEMENT	$290.00	
	458743	05/30/2019	BIXBY DR PCC PAVEMENT	$2,877.50	
	458744	05/30/2019	AZUSA AVE/TEMPLE MODIFICATION	$4,405.00	
	458745	05/30/2019	FOLLOW'S CAMP PROPERTY	$4,042.50	
	458746	05/30/2019	VARIOUS ASSIGNMENTS RELATED TO SA	$7,017.50	

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
458747	05/30/2019	NELSON AVE/PUENTE AVE WIDENING	$525.44
458748	05/30/2019	ARENTH GUARD RAIL INSTALLATION	$7,410.00
458749	05/30/2019	VALLEY BLVD RECONSTRUCTION	$15,778.75
458750	05/30/2019	CARTEGRAPH MGMT	$19,122.50
458751	05/30/2019	GENERAL ENGINEERING-HIGHWAY PERFORMANCE	$1,305.00
458752	05/30/2019	GRAND AVE BRIDGE WIDENING	$535.00
758753	05/30/2019	NOGALES GRADE SEPARATION	$92.50
458754	05/30/2019	FULLERTON RD GRADE SEPARATION	$10,727.50
458755	05/30/2019	FAIRWAY DR GRADE SEPARATION	$1,202.50
458756	05/30/2019	TURNBULL CYN RD GRADE SEPARATION	$6,201.25
458698	05/30/2019	EMERGENCY STANDBY POWER GENERATOR	$10,402.50
458699	05/30/2019	ELECTRIC VEHICLE CHARGING STATION	$1,707.50
458700	05/30/2019	RESURFACING DESIGN-EXPO CTR PARKING LOT	$14,142.50
458701	05/30/2019	EXPO CENTER MAIN GATE IMPROVEMENTS	$1,318.75
458702	05/30/2019	EXPO BARN FACILITY LIGHTING	$495.00
458703	05/30/2019	METROLINK STATION SECURITY SYSTEM	$925.00
458704	05/30/2019	CITYWIDE ADA SELF EVALUATION/TRANSITION PLAN	$60.00
458705	05/30/2019	SITE PLAN FOR SHERIFF TRAILER	$29,990.00
458706	05/30/2019	FOUR GRADE SEPARATION PUMP STATIONS	$2,220.00
458707	05/30/2019	INDUSTRY HILLS TRAIL GRADE RESTORATION	$4,807.28
458708	05/30/2019	INDUSTRY HILLS TRAILS LIGHTING	$14,862.50
458709	05/30/2019	INDUSTRY HILLS GRAND ARENA PAINTING	$3,031.25
458710	05/30/2019	CATCH BASIN RETROFITS	$5,710.00
458711	05/30/2019	SEWER DESIGN-EXPO CENTER	$4,412.50
458712	05/30/2019	ANNUAL PAVEMENT REHABILITATION	$23,642.50
458713	05/30/2019	ANNUAL SLURRY SEAL FY 2019	$1,240.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
458714	05/30/2019	RESURFACING OF DON JULIAN RD	$2,622.50	
458715	05/30/2019	PRELIMINARY DESIGN-BICYCLE PATH	$370.00	
458716	05/30/2019	STARHILL LANE/3RD AVE WATERLINE	$535.00	
458717	05/30/2019	4TH AVE/TRAILSIDE WATERLINE	$802.50	
458718	05/30/2019	DON JULIAN/BASETDALE WATERLINE	$592.50	
458719	05/30/2019	GENERAL ENGINEERING-PLAN APPROVAL	$7,898.75	
458720	05/30/2019	GENERAL ENGINEERING-TRAFFIC	$1,030.00	
458721	05/30/2019	GENERAL ENGINEERING-COUNTER SERVICE	$3,213.75	
458722	05/30/2019	GENERAL ENGINEERING-PERMITS	$34,541.25	
458723	05/30/2019	WALNUT DR SOUTH WIDENING	$33,076.25	
458724	05/30/2019	205 HUDSON AVE BLDG IMPROVEMENTS	$915.00	
458725	05/30/2019	GENERAL ENGINEERING 5/6-5/26/19	$91,988.75	
458660	05/09/2019	ARENTH GUARD RAIL INSTALLATION	$330.00	
062019	06/01/2019	MEAL/WHEELS RENT-JUN 2019	$5,000.00	
71323	06/13/2019		**COUNTY OF LA DEPT OF PUBLIC**	$89,223.76
	Invoice	Date	Description	Amount
	PW-19021103691	02/11/2019	REPAIR REBAR-PROCTOR/PUENTE CREEK	$84.70
	PW-19050605274	05/06/2019	INSTALL TS ESP EQUIPMENT	$1,081.32
	PW-19050605256	05/06/2019	TRAFFIC SIGNING	$110.34
	PW-19050605494	05/06/2019	TRAFFIC SIGNAL MAINT	$3,559.14
	PW-19050605493	05/06/2019	TRAFFIC SIGNAL MAINT	$21,554.43
	PW-19050605237	05/06/2019	LITTER/DEBRIS REMOVAL	$960.66
	PW-19050605238	05/06/2019	INSPECTION OF SIDEWALK,CURB AND GUTTER	$27,122.45
	PW-19050605239	05/06/2019	PAVEMENT PATCHING	$13,734.95
	PW-19050605240	05/06/2019	STREET MAINT/INSPECTION	$4,838.54

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	PW-19050605236	05/06/2019	STORM DAMAGE RESPONSE	$5,318.68	
	PW-19050605241	05/06/2019	EMERGENCY ROAD SVC	$2,643.69	
	PW-19040804756	04/08/2019	INSTALL SOLAR POWERED FLASHING BEACON	$1,332.99	
	PW-19050605289	05/06/2019	INSTALL SOLAR POWER FLASHING BEACON	$6,881.87	
71324	06/13/2019			DANGELO CO.	$1,271.18
	Invoice	Date	Description	Amount	
	S1368827.001	05/16/2019	MISC SUPPLIES-TONNER CYN	$632.50	
	S1369334.001	05/20/2019	MISC SUPPLIES-TONNER CYN	$638.68	
71325	06/13/2019			DAPEER, ROSENBLIT, AND LITVAK,	$13,035.80
	Invoice	Date	Description	Amount	
	15835	04/30/2019	LEGAL SVC-CODE ENFORCEMENT	$7,535.80	
	15836	04/30/2019	SPECIALIZED LEGAL SVC-APR 2019	$5,148.00	
	15837	04/30/2019	SPECIALIZED LEGAL SVC-APR 2019	$352.00	
71326	06/13/2019			DEPT OF ANIMAL CARE & CONTROL	$3,890.53
	Invoice	Date	Description	Amount	
	05/15/19	05/15/2019	SHELTER COST-APR 2019	$3,890.53	
71327	06/13/2019			DEPT OF TRANSPORTATION	$107,678.86
	Invoice	Date	Description	Amount	
	19008091	05/14/2019	COOP 4959, SB GRAND AVE TO WB SR60 ON-RAMP	$107,678.86	
71328	06/13/2019			DEPT OF TRANSPORTATION	$4,456.71
	Invoice	Date	Description	Amount	

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	SL190786	05/17/2019	MAINT SIGNALS AND LIGHTS JAN-MAR 2019	$4,456.71	
71329	06/13/2019			**DIAMOND BAR ELECTRIC, INC.**	$6,551.00
	Invoice	Date	Description	Amount	
	14907	05/20/2019	INSTALL EXTERIOR WALL PACK LED LIGHT-1123	$2,183.00	
	14901	05/16/2019	INSTALL ADD'L RECEPTACLES-1123 HATCHER	$4,368.00	
71330	06/13/2019			**DIRECTV - FOR BUSINESS**	$97.24
	Invoice	Date	Description	Amount	
	36332866142	05/31/2019	RECEIVER/RSN FEES	$97.24	
71331	06/13/2019			**DRAGON FIRE PROTECTION**	$548.29
	Invoice	Date	Description	Amount	
	42055	04/29/2019	SERVICE FOR IMC	$71.50	
	42061	04/29/2019	SERVICE FOR 15660 STAFFORD (YAL)	$26.00	
	42010	04/26/2019	SERVICE FOR CITY HALL	$450.79	
71332	06/13/2019			**ELECTRA-MEDIA, INC**	$1,763.00
	Invoice	Date	Description	Amount	
	8812	05/15/2019	PUENTE HILLS AUTO DISPLAY-JUN 2019	$1,763.00	
71333	06/13/2019			**EXCEL PAVING COMPANY**	$103,550.00
	Invoice	Date	Description	Amount	
	#1CITY-1420R	06/01/2019	WALNUT DR SOUTH WIDENING AND STORM DRAIN	$109,000.00	
71334	06/13/2019			**FEDERAL EXPRESS CORP.**	$450.81

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	Invoice	Date	Description	Amount	
	6-547-52698	05/10/2019	MESSENGER SVC	$450.81	
71335	06/13/2019			FUEL PROS, INC.	$358.75
	Invoice	Date	Description	Amount	
	42893	05/20/2019	IH FUEL STATION MAINT	$358.75	
71336	06/13/2019			GOLDEN GATE CONSTRUCTION	$52,081.09
	Invoice	Date	Description	Amount	
	#12CITY-1441	06/01/2019	PHASE 1 HUDSON (YAL) BLDG IMPROVEMENTS	$54,822.20	
71337	06/13/2019			GRAND CENTRAL RECYCLING &	$1,720.89
	Invoice	Date	Description	Amount	
	3528302	02/28/2019	GREEN AND SOLID WASTE-CITY HALL	$373.85	
	3588199	03/31/2019	SOLID WASTE-CITY HALL	$1,082.05	
	3611937	04/30/2019	SOLID WASTE-CITY HALL	$264.99	
71338	06/13/2019			HADDICK'S AUTO BODY	$1,724.99
	Invoice	Date	Description	Amount	
	048083	05/10/2019	AUTO MAINT-LIC 1356177	$192.43	
	048080	05/10/2019	AUTO MAINT-LIC 1379549	$1,053.09	
	048079	05/10/2019	AUTO MAINT-LIC 1370863	$346.63	
	048078	05/10/2019	AUTO MAINT-LIC 1429346	$61.44	
	048076	05/10/2019	AUTO MAINT-LIC 1210025	$71.40	
71339	06/13/2019			HISTORICAL RESOURCES, INC.	$79,870.20

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	Invoice	Date	Description	Amount	
	05/28/19	05/28/2019	REIMBURSEMENT FOR F & M CREDIT CARD	$7,038.22	
	05/28/19-A	05/28/2019	AGRMT REIMBURSEMENT FOR MAY/JUN 2019	$66,933.82	
	05/28/19-B	05/28/2019	REIMBURSEMENT FOR OFFICE SUPPLIES	$237.35	
	05/16/19	05/16/2019	REIMBURSE FOR VOLUNTEER APPRECIATION	$1,185.00	
	05/16/19-A	05/16/2019	REIMBURSE FOR COMPUTER SUPPLIES	$4,475.81	
71340	06/13/2019			**INDUSTRY BUSINESS COUNCIL**	$49,453.50
	Invoice	Date	Description	Amount	
	APRIL 2019	05/31/2019	EXPENSE REIMBURSEMENT FOR APRIL 2019	$49,453.50	
71341	06/13/2019			**INDUSTRY PROPERTY & HOUSING**	$267.10
	Invoice	Date	Description	Amount	
	5/14/2019	05/14/2019	REIMBURSEMENT FOR IPHMA PROPERTY TAX	$267.10	
71342	06/13/2019			**INDUSTRY SECURITY SERVICES**	$13,375.20
	Invoice	Date	Description	Amount	
	14-23901	05/31/2019	SECURITY SVC-VARIOUS SITES	$4,626.72	
	14-23874	05/17/2019	SECURITY SVC-VARIOUS SITES	$4,374.24	
	14-23889	05/24/2019	SECURITY SVC-VARIOUS SITES	$4,374.24	
71343	06/13/2019			**INDUSTRY SECURITY SERVICES**	$35,952.96
	Invoice	Date	Description	Amount	
	14-23896	05/31/2019	SECURITY SVC 5/24-5/30/19	$12,489.28	
	14-23869	05/17/2019	SECURITY SVC 5/10-5/16/19	$11,731.84	
	14-23884-A	05/23/2019	SECURITY SVC 5/17-5/23/19	$11,731.84	

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
71344	06/13/2019			**INDUSTRY TIRE SERVICE**	$219.31
	Invoice	Date	Description	Amount	
	0288397	05/10/2019	REPLACE TIRE ON WOOD CHIPPER	$219.31	
71345	06/13/2019			**JANUS PEST MANAGEMENT**	$6,062.00
	Invoice	Date	Description	Amount	
	210057	04/17/2019	RODENT SVC-IBC LANDFILL	$1,200.00	
	209763	05/01/2019	PEST SVC-TONNER CYN	$441.00	
	210026	04/05/2019	RODENT SVC-HOMESTEAD	$600.00	
	209921	05/01/2019	RODENT SVC-15252 STAFFORD ST	$300.00	
	209917	05/01/2019	RODENT SVC-15400 STAFFORD ST	$972.00	
	209915	05/01/2019	PEST SVC-CHESTNUT/ANAHEIM & PUENTE RD	$896.00	
	209899	04/18/2019	PEST SVC-OLD BREA CYN RD	$168.00	
	209778	04/12/2019	PEST SVC-15559 RAUSCH RD	$85.00	
	209777	04/12/2019	PEST SVC-15660 STAFFORD ST	$85.00	
	209776	04/12/2019	PEST SVC-IMC	$145.00	
	209775	04/12/2019	PEST SVC-CITY HALL	$145.00	
	210142	05/01/2019	PEST SVC-HOMESTEAD	$580.00	
	209993	04/03/2019	BEE REMOVAL-HOMESTEAD	$445.00	
71346	06/13/2019			**JEFF PARRIOTT PHOTOGRAPHIC**	$5,165.00
	Invoice	Date	Description	Amount	
	00556	05/22/2019	PROF SVC-HOMESTEAD	$5,165.00	
71347	06/13/2019			**JMDiaz, Inc.**	$5,008.48

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CITY.WF.CHK - City General Wells Fargo					
	Invoice	Date	Description	Amount	
	029 (19-082)	04/30/2019	STAFF AUGMENTATION-APR 2019	$5,008.48	
71348	06/13/2019			**KIMLEY-HORN & ASSOCIATES, INC.**	$5,850.24
	Invoice	Date	Description	Amount	
	13835605	04/30/2019	TRAFFIC STUDY-DON JULIAN RD	$5,850.24	
71349	06/13/2019			**KLEINFELDER, INC.**	$10,747.50
	Invoice	Date	Description	Amount	
	001239670	05/06/2019	BUSINESS PKY RAP	$10,747.50	
71350	06/13/2019			**KLINE'S PLUMBING, INC.**	$6,015.00
	Invoice	Date	Description	Amount	
	11084	05/06/2019	REPLACE WATER HEATER-TONNER CYN	$5,875.00	
	11110	05/22/2019	REST ROOM CLEANOUT-CITY HALL	$140.00	
71351	06/13/2019			**L A COUNTY DEPT OF PUBLIC**	$8,667.00
	Invoice	Date	Description	Amount	
	CITY-1420R	05/14/2019	PLAN CHECK FEE FOR ROAD DEPT-WALNUT DR	$8,667.00	
71352	06/13/2019			**L A COUNTY DEPT OF PUBLIC**	$41,796.69
	Invoice	Date	Description	Amount	
	IN190000837	05/23/2019	BLDG & SAFETY-ONE STOP SHOP FOR MAR 2019	$41,796.69	
71353	06/13/2019			**LA COUNTY FAIR**	$2,970.00
	Invoice	Date	Description	Amount	
	2019-TICKETS	05/16/2019	TICKETS FOR LA COUNTY FAIR	$2,970.00	

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Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Date	Payee Name	Check Amount
71354	06/13/2019	LA PUENTE VALLEY COUNTY	$286.63

Invoice	Date	Description	Amount
BS;05/19	05/22/2019	WATER MONITORING-BOY SCOUTS RESERVOIR	$286.63

Check	Date	Payee Name	Check Amount
71355	06/13/2019	LOCKE LORD LLP	$122,395.81

Invoice	Date	Description	Amount
1496693	05/14/2019	LEGAL SVC-APR 2019	$87,390.99
1496654	05/14/2019	LEGAL SVC-APR 2019	$35,004.82

Check	Date	Payee Name	Check Amount
71356	06/13/2019	LOS ANGELES TIMES MEDIA GROUP	$2,500.00

Invoice	Date	Description	Amount
006096036000	04/30/2019	AD FOR VICTORIAN FAIR-HOMESTEAD	$2,500.00

Check	Date	Payee Name	Check Amount
71357	06/13/2019	MARTINEZ, LILIANA	$38.47

Invoice	Date	Description	Amount
05/16/19	05/16/2019	REIMBURSE FOR SUPPLIES	$38.47

Check	Date	Payee Name	Check Amount
71358	06/13/2019	MR PLANT & INTERIOR BOTANICAL	$720.00

Invoice	Date	Description	Amount
JUN 11367	06/01/2019	PLANT MAINT-JUN 2019	$720.00

Check	Date	Payee Name	Check Amount
71359	06/13/2019	MX GRAPHICS, INC.	$282.62

Invoice	Date	Description	Amount
18209	05/29/2019	BLUEPRINT SVC-CIP EXPO 18 007B	$282.62

Check	Date	Payee Name	Check Amount
71360	06/13/2019	OLMOS PROFESSIONAL SERVICES	$8,782.00

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Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
323-A	05/31/2019	JANITORIAL SVC-CITY HALL	$5,500.00
321-A	05/31/2019	JANITORIAL SVC-IMC	$1,467.00
322-A	05/31/2019	JANITORIAL SVC-15660 STAFFORD (YAL)	$1,815.00

71361	06/13/2019	ONLINE SOLUTIONS, LLC	$12,600.00

Invoice	Date	Description	Amount
3321	05/24/2019	ANNUAL SUBSCRIPTIONS 7 USERS (9/1/19-8/31/20)	$12,600.00

71362	06/13/2019	OWEN GROUP, INC.	$35,100.00

Invoice	Date	Description	Amount
5001	05/16/2019	ADA EVALUATION AND TRANSITION PLAN	$35,100.00

71363	06/13/2019	PADILLA, YVETTE	$2,809.00

Invoice	Date	Description	Amount
04/27/19-TEST	05/14/2019	REIMBURSEMENT FOR DANTES TEST PREP	$305.00
5/18/19-TEST	05/20/2019	REIMBURSEMENT FOR DANTES TEST PREP-	$305.00
6/1/19-TEST	06/03/2019	REIMBURSEMENT FOR DANTES TEST PREP-ETHICS	$265.00
SPRING 2019-B	05/14/2019	REIMBURSE FOR TUITION AT LA VERNE UNIVERSITY	$1,934.00

71364	06/13/2019	PARS	$600.00

Invoice	Date	Description	Amount
42890	05/13/2019	ARS FEES-MAR 2019	$300.00
42981	05/21/2019	REP FEES-MAR 2019	$300.00

71365	06/13/2019	PEDROZA JR, SAMUEL	$915.51

Invoice	Date	Description	Amount

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	5/9/19	05/16/2019	ADD'L ROOM ON 5/9/19-WASHINGTON TRIP	$388.19	
	5/18-5/19/19	05/30/2019	REIMBURSE FOR TRAVEL EXPENSE-CALIF	$527.32	
71366	06/13/2019			**POST ALARM SYSTEMS**	$295.51
	Invoice	Date	Description	Amount	
	1169125	05/06/2019	MONITORING SVC-HOMESTEAD	$295.51	
71367	06/13/2019			**PRINCE GLOBAL SOLUTIONS, LLC**	$11,183.57
	Invoice	Date	Description	Amount	
	002	05/02/2019	FEDERAL ADVOCACY SVC-APR 2019	$5,000.00	
	003	06/04/2019	FEDERAL ADVOCACY SVC-MAY 2019	$6,183.57	
71368	06/13/2019			**PT EVENTS, INC.**	$3,073.49
	Invoice	Date	Description	Amount	
	6794	04/25/2019	RENTALS FOR VICTORIAN FAIR-HOMESTEAD	$3,073.49	
71369	06/13/2019			**RESERVE ACCOUNT**	$600.00
	Invoice	Date	Description	Amount	
	05/30/19	05/30/2019	POSTAGE REFILL FOR ACCOUNT #15775679	$600.00	
71370	06/13/2019			**RICOH USA, INC.**	$1,015.57
	Invoice	Date	Description	Amount	
	5056659117	05/12/2019	METER READING-TREASURY COPIER	$34.26	
	5056640845	05/08/2019	METER READING-VARIOUS COPIERS	$408.12	
	5056671357	05/15/2019	METER READING-HR COPIER	$31.17	
	31844756	05/17/2019	COPIER LEASE-FINANCE	$289.36	

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	31844128	05/17/2019	COPIER LEASE-TREASURY	$252.66	
71371	06/13/2019			**RICOH USA, INC.**	$3,098.59
	Invoice	Date	Description	Amount	
	63545902	05/11/2019	COPIER LEASE-VARIOUS	$2,524.53	
	63614183	05/17/2019	COPIER LEASE-HR	$283.94	
	63645310	05/25/2019	COPIER LEASE-DEVELOPMENT	$290.12	
71372	06/13/2019			**SALAZAR, CARLOS E.**	$65.00
	Invoice	Date	Description	Amount	
	6/3/2019	06/03/2019	REFUND-CITATION ID150243	$65.00	
71373	06/13/2019			**SAN GABRIEL VALLEY ECONOMIC**	$450.00
	Invoice	Date	Description	Amount	
	6803	03/11/2019	LEGISLATIVE LUNCHEON ON 4/16/19 (CO-HOST	$450.00	
71374	06/13/2019			**SATSUMA LANDSCAPE & MAINT.**	$168,871.12
	Invoice	Date	Description	Amount	
	0519TA	05/31/2019	LANDSCAPE SVC-TEMPLE AND AZUSA	$48,193.61	
	0519XROADS	05/31/2019	LANDSCAPE SVC-CROSSROADS PKY NORTH &	$41,352.74	
	0519CH-1	05/31/2019	LANDSCAPE SVC-VARIOUS CITY SITES	$33,699.36	
	0519CH	05/31/2019	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	$45,625.41	
71375	06/13/2019			**SCS FIELD SERVICES**	$21,382.60
	Invoice	Date	Description	Amount	
	0350881	04/30/2019	IH MAINT-LANDFILL GAS SYSTEM	$21,382.60	

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
71376	06/13/2019			**SO CAL INDUSTRIES**	$1,301.29
	Invoice	Date	Description	Amount	
	379891	05/03/2019	RR RENTAL-TONNER CYN/57 FWY	$285.55	
	379892	05/03/2019	SEPTIC TANK PUMP-TONNER CYN/GRAND AVE	$825.00	
	382958	05/22/2019	RR RENTAL-TONNER CYN/GRAND AVE	$100.40	
	382302	05/17/2019	FENCE RENTAL-INDUSTRY HILLS	$90.34	
71377	06/13/2019			**SOUTH COAST A.Q.M.D.**	$132.98
	Invoice	Date	Description	Amount	
	3450719	05/08/2019	AQMD FEE FOR FY 18/19-CITY HALL	$132.98	
71378	06/13/2019			**SPARKLETTS**	$60.99
	Invoice	Date	Description	Amount	
	17165913 051019	05/10/2019	WATER DELIVERY	$60.99	
71379	06/13/2019			**SQUARE ROOT GOLF & LANDSCAPE,**	$264,830.79
	Invoice	Date	Description	Amount	
	1430H-2	05/30/2019	LANDSCAPE SVC-VARIOUS CITY SITES	$215,581.26	
	1425ELHM	05/30/2019	LANDSCAPE SVC-VARIOUS CITY SITES	$9,357.00	
	1426ELHM	05/30/2019	LANDSCAPE SVC-EL ENCANTO	$14,501.00	
	1427ELHM	05/30/2019	LANDSCAPE SVC-HOMESTEAD	$25,391.53	
71380	06/13/2019			**STAPLES BUSINESS ADVANTAGE**	$2,581.56
	Invoice	Date	Description	Amount	
	8054321283	05/11/2019	OFFICE SUPPLIES	$1,232.32	

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	8054243653	05/04/2019	OFFICE SUPPLIES	$161.14	
	8054394948	05/18/2019	OFFICE SUPPLIES	$31.73	
	8054471224	05/25/2019	OFFICE SUPPLIES	$1,156.37	
71381	06/13/2019			**STEINKE ELECTRIC, KIRK**	$1,429.57
	Invoice	Date	Description	Amount	
	234	05/06/2019	REPAIR SPRINKLER SYSTEM-HOMESTEAD	$1,429.57	
71382	06/13/2019			**TETRA TECH, INC.**	$14,811.00
	Invoice	Date	Description	Amount	
	51442165	05/13/2019	PRELIM DESIGN FOR STORMWATER CAPTURE	$14,811.00	
71383	06/13/2019			**THE BIG NORWEGIAN**	$2,951.47
	Invoice	Date	Description	Amount	
	55701	05/10/2019	REPAIR 1975 CASE 480E SKIP LOADER-TONNER CYN	$2,589.64	
	55702	05/10/2019	REPAIR SKIP LOADER-TONNER CYN	$361.83	
71384	06/13/2019			**THE TECHNOLOGY DEPOT**	$14,393.75
	Invoice	Date	Description	Amount	
	10782	05/15/2019	NETWORK MAINT-TICKET #12071	$82.50	
	10783	05/15/2019	NETWORK MAINT-TICKET #12418	$996.25	
	10784	05/15/2019	NETWORK MAINT-TICKET #12482	$206.25	
	10785	05/15/2019	NETWORK MAINT-TICKET #12502	$82.50	
	10787	05/15/2019	NETWORK MAINT-TICKET #12645	$660.00	
	10788	05/15/2019	NETWORK MAINT-TICKET #12656	$82.50	
	10789	05/15/2019	NETWORK MAINT-TICKET #12663	$827.50	

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
10790	05/15/2019	NETWORK MAINT-TICKET #12686	$745.00	
10791	05/15/2019	NETWORK MAINT-TICKET #12703	$41.25	
10794	05/15/2019	NETWORK MAINT-TICKET #12709	$745.00	
10805	05/21/2019	NETWORK MAINT-TICKET #12677	$913.75	
10808	05/23/2019	NETWORK MAINT-TICKET #12742	$660.00	
10809	05/23/2019	NETWORK MAINT-TICKET #12749	$1,031.25	
10810	05/23/2019	NETWORK MAINT-TICKET #12755	$827.50	
10811	05/23/2019	NETWORK MAINT-TICKET #12767	$82.50	
10812	05/23/2019	NETWORK MAINT-TICKET #12777	$827.50	
10813	05/23/2019	NETWORK MAINT-TICKET #12783	$82.50	
10814	05/23/2019	NETWORK MAINT-TICKET #12793	$745.00	
10822	05/29/2019	NETWORK MAINT-TICKET #12776	$1,243.75	
10824	05/29/2019	NETWORK MAINT-TICKET #12831	$82.50	
10825	05/29/2019	NETWORK MAINT-TICKET #12835	$660.00	
10826	05/29/2019	NETWORK MAINT-TICKET #12837	$330.00	
10829	05/30/2019	NETWORK MAINT-TICKET #12497	$247.50	
10830	05/30/2019	NETWORK MAINT-TICKET #12832	$495.00	
10831	05/30/2019	NETWORK MAINT-TICKET #12850	$827.50	
10832	05/30/2019	NETWORK MAINT-TICKET #12859	$41.25	
10833	05/30/2019	NETWORK MAINT-TICKET #12870	$827.50	
71385	06/13/2019		**TRES HERMANOS CONSERVATION**	$190.90
Invoice	Date	Description	Amount	
1010	05/24/2019	REFUND DUE TO OVERPAYMENT-TRES HERMANOS	$190.90	
71386	06/13/2019		**U.S. BANK**	$2,000.00

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	Invoice	Date	Description	Amount	
	5344478	04/25/2019	COI0-SR SALES TAX REV REF BONDS 2017	$2,000.00	
71387	06/13/2019			**WEATHERITE SERVICE**	$1,704.64
	Invoice	Date	Description	Amount	
	L182300	05/15/2019	A/C MAINT-IMC	$433.00	
	L182301	05/15/2019	A/C MAINT-15660 STAFFORD & 15559 RAUSCH	$400.00	
	L181998	04/22/2019	A/C MAINT-HOMESTEAD	$592.64	
	L182209	05/07/2019	A/C MAINT-CITY HALL	$279.00	
71388	06/13/2019			**WINDSTREAM**	$850.64
	Invoice	Date	Description	Amount	
	71311513	05/10/2019	CITY HALL PHONE SVC-MAY 2019	$850.64	

Checks	Status	Count	Transaction Amount
	Total	109	$2,230,841.95

CITY COUNCIL

ITEM NO. 5.2

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. Radecki at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

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

ROLL CALL

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

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

PUBLIC COMMENTS

Peter Miller from the organization, Horses for Veterans, came to thank the City for its support and to explain the program in using horses to help Veterans and their families in getting back into society after their unique experiences. They are now beginning to reach out to first responders as well. There is a fund raiser November 11th and 12th, with a banquet that night in the Pavilion at the Expo Center. Everyone is invited.

CONSENT CALENDAR

1. CONSIDERATION OF REGISTER OF DEMANDS FOR OCTOBER 26, 2017

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

Mayor Radecki recused himself from check number 67423 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf and Landscape.

Council Member Cruz recused himself from check number 67423 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf & Landscape.

Council Member Ruggles recused himself from check number 67385 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

2. CONSIDERATION TO CLOSE CITY HALL BETWEEN THE CHRISTMAS AND NEW YEAR HOLIDAY (DECEMBER 26TH THROUGH DECEMBER 29TH)

RECOMMENDED ACTION: APPROVE THE EXTENDED HOLIDAY CLOSURE.

3. CONSIDERATION OF THE MINUTES OF THE APRIL 14, 2016 REGULAR MEETING; APRIL 28, 2016 REGULAR MEETING; MAY 10, 2016 SPECIAL MEETING; MAY 19, 2016 SPECIAL MEETING; MAY 26, 2016 REGULAR MEETING; JUNE 9, 2016 REGULAR MEETING; JUNE 23, 2016 REGULAR MEETING; JUNE 23, 2016 SPECIAL MEETING, JULY 14, 2016 REGULAR MEETING; JULY 28, 2016 REGULAR MEETING; AND AUGUST 11, 2016 REGULAR MEETING

RECOMMENDED ACTION: APPROVE AS SUBMITTED.

Chief Deputy City Clerk, Schlichting pulled all listed meeting minutes for Item 3, except April 14 2016 regular meeting and April 28, 2016 regular meeting.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH MAYOR RADECKI AND COUNCIL MEMBER CRUZ BOTH RECUSING FROM CHECK NUMBER 67423 ON ITEM 1 (REGISTER OF DEMANDS), AND WITH COUNCIL MEMBER RUGGLES RECUSING FROM CHECK NUMBER 67385 ON ITEM 1 (REGISTER OF DEMANDS) AND CHIEF DEPUTY CITY CLERK PULLING ALL LISTED MEETING MINUTES ON ITEM 3, EXCEPT FOR APRIL 14, 2016 AND APRIL 28, 2016. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

6.1 CONSIDERATION OF AUTHORIZATION TO ADVERTISE A REQUEST FOR PROPOSALS FOR A COMPREHENSIVE CITYWIDE USER FEES AND CHARGES STUDY, AND FULL COST ALLOCATION PLAN

RECOMMENDED ACTION: AUTHORIZE STAFF TO ADVERTISE A REQUEST FOR POROPOSALS FOR A COMPREHENSIVE CITYWIDE USER FEES AND CHARGES STUDY, AND FULL COST ALLOCATION PLAN.

Director of Finance, Susan Paragas provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ TO AUTHORIZE STAFF TO ADVERTISE A REQUEST FOR PROPOSALS FOR A COMPREHENSIVE CITYWIDE USER FEES AND CHARGES STUDY, AND FULL COST ALLOCATION PLAN. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.2 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH NOBEL SYSTEMS, INC., FOR GEOGRAPHICAL INFORMATION SYSTEMS SERVICES, IN AN AMOUNT NOT-TO-EXCEED $122,080.00, FROM OCTOBER 26, 2017 TO OCTOBER 26, 2020

RECOMMENDED ACTION: APPROVE THE AGREEMENT.

Director of Development Services and Administration, Alex Gonzalez provided a staff report to the Council and was available to answer any questions.

MOTION BY COUNCI MEMBER CRUZ, AND SECOND BY MAYOR RADECKI TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.3 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH CASC ENGINEERING AND CONSULTING, INC., CONTRACT NO. 2017-1038, FOR INITIAL STUDY/NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION FOR 13031 TEMPLE AVENUE, IN AN AMOUNT NOT-TO-EXCEED $31,340.00, FROM OCTOBER 26, 2017 TO OCTOBER 26, 2019

RECOMMENDED ACTION: APPROVE THE AGREEMENT.

Senior Planner, Troy Helling provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.4 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CASC ENGINEERING AND CONSULTING, INC., FOR CONTRACT NO. 2017-1021P, INITIAL STUDY/NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION FOR 16601 EAST CHESTNUT STREET, TO REVISE THE SCOPE OF WORK TO INCLUDE TRAFFIC STUDY SERVICES, AND INCREASE COMPENSATION, FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $58,240.00

RECOMMENDED ACTION: APPROVE THE AMENDMENT.

Senior Planner, Troy Helling provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.5 CONSIDERATION OF AMENDMENT NO. 1 TO THE LICENSE AGREEMENT WITH PENEGON EAST, INC., FOR ACCESS TO ASSESSOR'S PARCEL NUMBERS 8264-001-943 AND 8264-001-944, LOCATED AT 17301 GALE AVENUE AS A TEMPORARY OVERFLOW PARKING AREA FOR VEHICLE INVENTORY

RECOMMENDED ACTION: APPROVE THE AMENDMENT.

Director of Development Services and Administration, Alex Gonzalez provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR RADECKI, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.6 CONSIDERATION OF A TRASH EXCLUDER MAINTENANCE AGREEMENT BETWEEN THE CITY AND LOS ANGELES COUNTY FLOOD CONTROL DISTRICT ("LACFCD"), CONTRACT NO. DS-18-011-A FOR THE MAINTENANCE OF CATCH BASINS OWNED BY THE LACFCD LOCATED WITHIN CITY STREETS

RECOMMENDED ACTION: APPROVE THE AGREEMENT.

Director of Development Services and Administration, Alex Gonzalez provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.7 CONSIDERATION OF DEVELOPMENT PLAN NO. 16-6, PROPOSED BY REXFORD INDUSTRIAL REALTY, LP, FOR THE REMODEL AND NEW 62,256 SQUARE FOOT BUILDING ADDITION RESULTING IN THE BUILDOUT OF 201,290 SQUARE FEET OF INDUSTRIAL BUILDING SPACE LOCATED AT 14750 EAST NELSON AVENUE IN THE CITY OF INDUSTRY

a. CONSIDERATION OF RESOLUTION NO. CC 2017-35 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR DEVELOPMENT PLAN NO. 16-6 TO ALLOW THE CONSTRUCTION OF A 62,256 SQUARE FOOT BUILDING ADDITION TO AN EXISTING INDUSTRIAL DEVELOPMENT LOCATED AT 14750 EAST NELSON AVENUE IN THE CITY OF INDUSTRY, WITHIN THE "I" – INDUSTRIAL ZONE, AND MAKING FINDINGS IN SUPPORT THEREOF

RECOMMENDED ACTION: ADOPT RESOLUTION NO. CC 2017-35.

Consultant Associate Planner, Dina Lomeli made a presentation to the Council and was available to answer any questions.

MOTION BY MAYOR RADECKI, AND SECOND BY COUNCI MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2017-35. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

b. CONSIDERATION OF RESOLUTION NO. CC 2017-36 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 16-6 FOR THE CONSTRUCTION OF A 62,256 SQUARE FOOT ADDITION TO AN EXISTING INDUSTRIAL DEVELOPMENT, LOCATED AT 14750 EAST NELSON AVENUE IN THE CITY OF INDUSTRY, CALIFORNIA

RECOMMENDED ACTION: ADOPT RESOLUTION NO. CC 2017-36.

Consultant Assistant Planner, Dina Lomeli made a presentation to the Council and was available to answer any questions.

MOTION BY MAYOR RADECKI, AND SECOND BY COUNCIL MEMBER CRUZ TO ADOPT RESOLUTION NO. CC 2017-36. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL COMMITTEE REPORTS

There were none.

AB1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Council Member Ruggles spoke of the upcoming Car Show Event at the Sheriff's Department this Saturday, from 4:00 p.m. To 10:00 p.m., which will include a haunted mansion. Everyone is welcomed.

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

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

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 11:03 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 11.29 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 10.1, direction was given to Legal Counsel, no further action was taken. Nothing further to report.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:30 a.m.

MARK D. RADECKI
MAYOR

DIANE M. SCHLICHTING
CHIEF DEPUTY CITY CLERK

CALL TO ORDER

The Special Meeting of the City Council and the Successor Agency to the Industry Urban-Development Agency of the City of Industry, California, was called to order by Mayor Mark D. Radecki at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

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

ROLL CALL

PRESENT: Mark D. Radecki, Mayor/Chairman
Cory C. Moss, Mayor Pro Tem/Vice Chair
Abraham N. Cruz, Council Member/Board Member
Catherine Marcucci, Council Member/Board Member
Newell W. Ruggles, Council Member/Board Member

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

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

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

5.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1):
Case: City of Diamond Bar v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.

Superior Court of California, County of Sacramento
Case No. 34-2017-80002718-CU-WM-GDS

5.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. Oversight Board of the Successor Agency to the Industry Urban-Development agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002719-CU-WM-GDS

5.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): One Potential Case

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 9:01 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 11:29 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 5.1, 5.2, and 5.3, direction was given to Legal Counsel, no final action was taken. Nothing further to report

.

ADJOURNMENT

There being no further business, the City Council adjourned at

MARK D. RADECKI
MAYOR

DIANE M. SCHLICHTING
CHIEF DEPUTY CITY CLERK

CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. Radecki at 10:30 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

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

ROLL CALL

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

STAFF PRESENT: James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Diane M. Schlichting, City Clerk.

PUBLIC COMMENTS

There no public comments.

CLOSED SESSION

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

5.1 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Pursuant to Government Code Section 54957(b)(1)

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 10:31 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 11:55 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session item 5.1, a vote of 5-0 was taken to terminate the City Manager.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:56 a.m.

MARK D. RADECKI
MAYOR

DIANE M. SCHLICHTING
CITY CLERK

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. Radecki at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

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

ROLL CALL

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

STAFF PRESENT: Troy Helling, Acting City Manager; Susan Paragas, Director of Finance; Jamie M. Casso, City Attorney; Joshua Nelson, Contract City Engineer; and Diane M. Schlichting, City Clerk.

City Attorney Casso spoke to the Council before Public Comments, asking to add one more anticipated litigation case to Item No. 10.1, under Closed Session, on today's agenda.

Mayor Pro Tem Moss made a motion to add this item to today's agenda. Motion was second by Board Member Cruz.

PUBLIC COMMENTS

Ben Wong spoke about the upcoming second annual Taste of the Town coming up on Friday June 8th. He then recognized the Planning Committee for their dedication and hard work in organizing this event: Susie Gomez from the City of Industry, Janet Fernandez and Liz Hansell from Elevate Public Affairs, Cory Moss from "her day job" at the Expo Center and Connie Brenner from the Industry Manufacturers Council. Connie was responsible for the restaurant outreach and has done a remarkable job as have all the members.

Mr. Wong then asked to recognize Dr. David Hill, Board of Directors to the IMC, who passed away this past Sunday.

Mayor Radecki extended condolences to the family and would like to adjourn the meeting in his memory.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR APRIL 26, 2018

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

Mayor Radecki recused himself from check number 68642 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf and Landscape.

Council Member Cruz recused himself from check number 68642 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf & Landscape.

Council Member Ruggles recused himself from check number 68607 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH MAYOR RADECKI AND COUNCIL MEMBER CRUZ BOTH RECUSING THEMSELVES FROM CHECK NUMBER 68642 ON ITEM 1 (REGISTER OF DEMANDS), AND COUNCIL MEMBER RUGGLES RECUSING HIMSELF FROM CHECK NUMBER 68607 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

5.2 CONSIDERATION OF AN ENGAGEMENT AGREEMENT WITH LOCKE LORD LLP FOR LITIGATION SERVICES

Mayor Radecki, Mayor Pro Tem Moss and Council Member Ruggles recused themselves from this item.

City Attorney Casso mentioned that Mayor Pro Tem Moss is on the record for recusing herself on this item, but due to the conflict of the rule of necessity, she needs to participate and vote on this issue.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE ENGAGEMENT AGREEMENT. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

6.1 CONSIDERATION OF AWARD OF AGREEMENT NO. DS-18-025-B, AUTO MALL ALLEY SAFETY IMPROVEMENTS, TO FS CONTRACTORS, INC., IN AN AMOUNT NOT-TO-EXCEED $52,750.00

Contract City Engineer Josh Nelson provided a staff report to the Council and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO AWARD THE CONTRACT TO FS CONTRACTORS, IN THE AMOUNT OF $52,750.00. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.2 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CASC ENGINEERING AND CONSULTING INC., FOR CONTRACT NO. 2017-1021P, INITIAL STUDY/NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION FOR 16601 EAST CHESTNUT STREET, INCREASING COMPENSATION UNDER THE ORIGINAL AMOUNT BY $11,755.00 FROM JULY 27, 2017 TO JULY 27, 2018

Acting City Manager Troy Helling provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ TO AWARD THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.3 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CASC ENGINEERING AND CONSULTING INC., FOR CONTRACT NO. 2017-1028, INITIAL STUDY/NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION FOR 13031 TEMPLE AVENUE, INCREASING COMPENSATION UNDER THE ORIGINAL AMOUNT BY $10,400.00 FROM OCTOBER 26, 2017 TO OCTOBER 26, 2019

Acting City Manager Troy Helling provided a staff report to the Council and was available to answer any questions.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER MARCUCCI TO AWARD THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.4 CONSIDERATION OF REJECTION OF BIDS RECEIVED FOR CIP-FAC-18-023-B HATCHER YARD FACILITY DEMO

Contract City Engineer Josh Nelson provided a staff report to the Council and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RUGGLES TO REJECT ALL BIDS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.5 CONSIDERATION OF RESOLUTION NO. CC 2018-09 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE GABRIEL FOUNDATION IN THE AMOUNT OF $105,000.00 TO SUPPORT COMMUNITY PROGRAMS AND EVENTS

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2018-09. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.6 CONSIDERATION OF RESOLUTION NO. CC 2018-10 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE FRIENDS OF INDUSTRY SHERIFF STATION IN THE AMOUNT OF $5,000.00, TO PROVIDE FINANCIAL ASSISTANCE TO COMMUNITY MEMBERS IN NEED

Acting City Manager Troy Helling provided a staff report to the Council and was available to answer any questions.

MOTION BY COUNCIL MEMBER MARCUCCI, AND SECOND BY COUNCIL MEMBER CRUZ TO ADOPT RESOLUTION NO. CC 2018-10. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.7 CONSIDERATION OF AGREEMENT FOR ACTING CITY MANAGER SERVICES WITH TROY HELLING IN AN AMOUNT TO BE DETERMINED BY COUNCIL

City Attorney Casso asked to hold this item until after Closed Session, Item no. 10.2, and mentioned that Troy Helling would not participate in this Closed Session item.

6.8 DISCUSSION AND DIRECTION REGARDING CITY HALL OPERATING HOURS.

Acting City Manager Troy Helling verbally provided a staff report to the Council and recommended switching the 9/80 work week, to being open every Friday with a split staff, and closing at 4:00 each Friday. He would work on a Team A and Team B list of employees, with a beginning date of July. He also recommended trying this new 9/80 schedule then bringing it back to the Council in December to discuss and determine which schedule is the best direction for the City; Closed every other Friday, Stay open every Friday with a split staff and closing at 4:00, or returning to original hours.

It was discussed that closing every other Friday was not conducive for this City or its businesses.

Trying this new schedule was agreed upon and no motion was taken.

CITY COUNCIL COMMITTEE REPORTS

There were none.

AB1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Council Member Ruggles mentioned the Charity being put on by the La Puente Kiwanis Club with an Open House and Classic Car Show this Saturday at the Fire Department.

City Attorney Casso wanted to alert the Council that the added item to Closed Session item 10.1, Mayor Radecki, Council Member Ruggles, Attorneys Casso and Sparks recused themselves and will not be participating due to a conflict. Mayor Pro Moss for the record recused herself as well but will be participating pursuant to the Rule of Necessity.

CLOSED SESSION

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

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

10.2 PUBLIC EMPLOYEE APPOINTMENT
Pursuant to Government Code Section 54957(b)(1)
Title: Acting City Manager

10.3 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002718-CU-WM-GDS

10.4 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002719-CU-WM-GDS

10.5 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS171295

10.6 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS171398

10.7 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. City of Industry; Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency, et al.
Superior Court of California, County of Los Angeles
Case No. BS173224

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 9:29 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 11:07 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to one item in Closed Session item 10.1, Attorney Casso reported that direction was given to the City Attorney's Office, no final action was taken.

With regard to the added item in Closed Session item 10.1, Mayor Radecki, Council Member Ruggles, City Attorneys Casso and Sparks did not participate. They recused themselves and left the room at 9:31 a.m. and returned at 10:04 a.m. Assistant City Manager Troy Helling reported that direction was given to staff, no final action was taken.

With regard to Closed Session items 10.2, Acting City Manager Troy Helling did not participate and recused himself. He left the room at 10:45 a.m. and returned at 11:00 a.m., then briefly addressed the Council. Direction was given to the City Attorney's office, no final action was taken.

With regard to Closed Session items 10.3, 10.4, 10.5, and 10.6, there was a vote of 3-2 on the direction to be taken (Moss, Marcucci and Ruggles vs. Radecki and Cruz). Direction was given to the City Attorney's office. No final action was taken.

With regard to Closed Session item 10.7, direction was given, no final action taken.

ACTION ITEMS

6.7 CONSIDERATION OF AGREEMENT FOR ACTING CITY MANAGER SERVICES WITH TROY HELLING IN AN AMOUNT TO BE DETERMINED BY COUNCIL

City Attorney Casso reported some of the pertinent terms and conditions of the contract for Troy Helling as City Manager. This contract will be revised and updated pursuant to direction from Council and a copy will be provided to the Council, Mr. Helling and the City Clerk.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:12 a.m.

MARK D. RADECKI
MAYOR

DIANE M. SCHLICHTING
CITY CLERK

CALL TO ORDER

The Joint Special Meeting of the City Council and the Successor Agency to the Industry Urban-Development Agency of the City of Industry, California, was called to order by Mayor/Chairman Radecki at 5:00 p.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor/Chairman Radecki.

ROLL CALL

PRESENT: Mark Radecki, Mayor/Chairman
Cory Moss, Mayor Pro Tem/Vice Chair
Abraham N. Cruz, Council Member/Board Member
Catherine Marcucci, Council Member/Board Member
Newell W. Ruggles, Council Member/Board Member

STAFF PRESENT: Troy Helling, Acting City Manager; Jamie M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; Joshua Nelson, Contract City Engineer; and Diane M. Schlichting, City Clerk.

PUBLIC COMMENTS

There were none.

CLOSED SESSION

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

5.1 Conference with real property negotiators pursuant to government code section 54956.8:

a. Property: 17647 Gale Avenue, City of Industry, CA
also known as Assessor Parcel Numbers
8264-012-923, 8264-013-913, 8264-013-9144
Agency Negotiators: Troy Helling, Acting City Manager
James M. Casso, City Attorney

	Negotiating Parties:	P.T. Enterprises, LLC
	Under Negotiation:	Price and terms of payment
b.	Property:	555 El Encanto Road, City of Industry, CA, also known as Assessor Parcel Number 8208-027-901, 8208-027-901
	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

There were no public comments on the Closed Session item.

Mayor/Chairman Radecki recessed the meeting into Closed Session at 5:02 p.m.

RECONVENE CITY COUNCIL MEETING

Mayor/Chairman Radecki reconvened the meeting at 6:27 p.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 5.1, direction was given to staff, no further action was taken.

ACTION ITEMS

6.1 CONSIDERATION OF RESOLUTION NOS. CC 2018-17 AND SA 2018-02 – APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY OF INDUSTRY FOR 15432 NELSON AVENUE, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

Contract City Engineer Josh Nelson provided slides and an overview of the property to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM/VICE CHAIR MOSS, AND SECOND BY COUNCIL MEMBER/BOARD MEMBER RUGGLES, TO ADOPT RESOLUTION NOS. CC 2018-17 AND SA 2018-02. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.2 CONSIDERATION OF RESOLUTION NOS. CC 2018-18 AND SA 2018-03 – APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY OF INDUSTRY FOR PROPERTY LOCATED AT THE SOUTH SIDE OF WORKMAN MILL ROAD AND CROSSROADS PARKWAY NO, COUNTY OF LOS ANGELES (APN: 8120-027-270) AND MAKING THE REQUISITE CEQA FINDINGS

Contract City Engineer Josh Nelson provided slides and an overview of the property to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM/VICE CHAIR MOSS, AND SECOND BY COUNCIL MEMBER/BOARD MEMBER RUGGLES, TO ADOPT RESOLUTION NOS. CC 2018-18 AND SA 2018-03. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.3 CONSIDERATION OF RESOLUTION NOS. CC 2018-19 AND SA 2018-04 – APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY OF INDUSTRY FOR SOUTH OF STAFFORD STREET, NORTH OF UPRR, AND WEST OF HACIENDA BOULEVARD, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

Contract City Engineer Josh Nelson provided slides and an overview of the property to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM/VICE CHAIR MOSS, AND SECOND BY COUNCIL MEMBER/BOARD MEMBER RUGGLES, TO ADOPT RESOLUTION NOS. CC 2018-19 AND SA 2018-04. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.4 CONSIDERATION OF RESOLUTION NOS. CC 2018-20 AND SA 2018-05 – APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY OF INDUSTRY FOR 15600 STAFFORD STREET AND 100 NORTH HACIENDA BOULEVARD, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

Contract City Engineer Josh Nelson provided slides and an overview of the property to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM/VICE CHAIR MOSS, AND SECOND BY COUNCIL MEMBER/BOARD MEMBER RUGGLES, TO ADOPT RESOLUTION NOS. CC 2018-20 AND SA 2018-05. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.5 CONSIDERATION OF RESOLUTION NOS. CC 2018-21 AND SA 2018-06 – APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY OF INDUSTRY FOR 15252 STAFFORD STREET, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

Contract City Engineer Josh Nelson provided slides and an overview of the property to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM/VICE CHAIR MOSS, AND SECOND BY COUNCIL MEMBER/BOARD MEMBER RUGGLES, TO ADOPT RESOLUTION NOS. CC 2018-21 AND SA 2018-06. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.6 CONSIDERATION OF RESOLUTION NOS. CC 2018-22 AND SA 2018-07 – APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY OF INDUSTRY FOR 911 BIXBY DRIVE, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

Contract City Engineer Josh Nelson provided slides and an overview of the property to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM/VICE CHAIR MOSS, AND SECOND BY COUNCIL MEMBER/BOARD MEMBER RUGGLES, TO ADOPT RESOLUTION NOS. CC 2018-22 AND SA 2018-07. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.7 CONSIDERATION OF RESOLUTION NOS. CC 2018-23 AND SA 2018-08 – APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY OF INDUSTRY FOR THE SOUTHWESTERLY AND NORTHWESTERLY CORNERS OF HACIENDA BOULEVARD AND STAFFORD STREET, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

Contract City Engineer Josh Nelson provided slides and an overview of the property to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM/VICE CHAIR MOSS, AND SECOND BY COUNCIL MEMBER/BOARD MEMBER RUGGLES, TO ADOPT RESOLUTION NOS. CC 2018-23 AND SA 2018-08. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.8 CONSIDERATION OF RESOLUTION NOS. CC 2018-25 AND SA 2018-10 – APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY OF INDUSTRY FOR 15555 STAFFORD STREET, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

Contract City Engineer Josh Nelson provided slides and an overview of the property to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM/VICE CHAIR MOSS, AND SECOND BY COUNCIL MEMBER/BOARD MEMBER RUGGLES, TO ADOPT RESOLUTION NOS. CC 2018-25 AND SA 2018-10. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.9 CONSIDERATION OF RESOLUTION NOS. CC 2018-26 AND SA 2018-11 – APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY OF INDUSTRY FOR 15660 STAFFORD STREET, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

Contract City Engineer Josh Nelson provided slides and an overview of the property to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM/VICE CHAIR MOSS, AND SECOND BY COUNCIL MEMBER/BOARD MEMBER RUGGLES, TO ADOPT RESOLUTION NOS. CC 2018-26 AND SA 2018-11. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.10 CONSIDERATION OF RESOLUTION NOS. CC 2018-28 AND SA 2018-12 – APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY OF INDUSTRY FOR 425 PARRIOTT PLACE, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

Contract City Engineer Josh Nelson provided slides and an overview of the property to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM/VICE CHAIR MOSS, AND SECOND BY COUNCIL MEMBER/BOARD MEMBER RUGGLES, TO ADOPT RESOLUTION NOS. CC 2018-28 AND SA 2018-12. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ADJOURNMENT

There being no further business, the Joint Special Meeting adjourned at 6:46 p.m.

MARK RADECKI
MAYOR/CHAIRMAN

DIANE M. SCHLICHTING
CITY CLERK/SECRETARY

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. Radecki at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

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

ROLL CALL

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

STAFF PRESENT: Troy Helling, Acting City Manager; Jamie M. Casso, City Attorney; Joshua Nelson, Contract City Engineer; and Diane M. Schlichting, City Clerk.

PUBLIC COMMENTS

Rainbow Yeung, Senior Public Information Specialist, from the Air Quality Management District (AQMD) spoke about their programs.

Henry Ramon from the Veterans of Foreign Wars Post 1944 (VFWP) thanked the City for their support and will continue to serve the veterans of the community.

CONSENT CALENDAR

1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR JUNE 28, 2018

Council Member Ruggles recused himself from check number 69028 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RUGGLES

RECUSING HIMSELF FROM CHECK NUMBER 69028 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

ACTION ITEMS

6.1 PRESENTATION REGARDING THE SAN GABRIEL VALLEY SUPERFUND SITE PUENTE VALLEY OPERABLE UNIT

A presentation was provided by both Raymond Chavira from the Environmental Protection Agency (EPA) and Greg Galindo from the La Puente Valley County Water Department (LPVCWD).

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER MARCUCCI TO RECEIVE AND FILE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.2 PRESENTATION OF THE ECONOMIC ANALYSIS STUDY OF THE CITY OF INDUSTRY BY THE EMERSON CONSULTING GROUP, INC.

Mr. Parker G. Emerson, President of Emerson Consulting Group, Inc., provided information on data that was collected to prepare the report on the economic impact that the City of Industry has done on the San Gabriel Valley.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO RECEIVE AND FILE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

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

Acting Director of Finance, Yamini Pathak provided a presentation and Acting City Manager, Troy Helling provided additional information to the Council, and both were available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO ADOPT RESOLUTION NO. CC 2018-30. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

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 OFFICIAL FOR FISCAL YEAR 2018-2019

Acting City Manager, Troy Helling provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ TO ADOPT RESOLUTION NO. CC 2018-31. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

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 XIIIB OF THE CALIFORNIA CONSTITUTION

Acting Director of Finance, Yamini Pathak provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ TO ADOPT RESOLUTION NO. CC 2018-32. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

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

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ TO WAIVE READING OF ORDINANCE NO. 805 AND READ BY TITLE ONLY. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO INTRODUCE ORDINANCE NO. 805. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.7 DISCUSSION AND DIRECTION REGARDING THE POSSIBILITY OF HIRING AN ADDITIONAL PUBLIC RELATIONS FIRM

Direction was given to interview Public Relation Firms, with Council Members Ruggles and Marcucci volunteering to be on the ad hoc committee.

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

Correction was made to request "up to $300,000.00". Discussion ensued and this item was decided to possibly bring back at a later date and with a resolution.

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

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

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

Contract City Engineer Josh Nelson provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND COUNCIL MEMBER CRUZ TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

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)

Consultant Associate Planner, Dina Lomeli provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND COUNCIL MEMBER RUGGLES TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

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

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND MAYOR PRO TEM MOSS TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

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 CONSRUCTION AUTHORITY OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Contract City Engineer Josh Nelson provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND COUNCIL MEMBER MARCUCCI TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.14 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ANNEALTA GROUP TO PROVIDE STAFFAUGMENTATION PLANNING SERVICES, INCREASING COMPENSATION IN THE ORIGINAL AMOUNT BY $2,100,000.00 FROM DECEMBER 8, 2016 TO DECEMBER 8, 2019

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND MAYOR PRO TEM MOSS TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.15 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROPERTY AND CASUALTY CLAIMS ADMINSTRATION SERVICES AGREEMENT WITH KEENAN AND ASSOCIATES FROM JULY 1, 2018 TO JUNE 30, 2019

Administrative Analyst Kristen Weger provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND COUNCIL MEMBER CRUZ TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL COMMITTEE REPORTS

There were none.

AB1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

CLOSED SESSION

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

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:

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

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 10:33 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 11:15 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session item 10.1, direction was given to staff, no further action was taken.

With regard to Closed Session items 10.2, direction was given to Acting City Manager, no final action was taken. Nothing further to report.

ACTION ITEMS

11.1 CONSIDERATION OF RESOLUTION NO. CC 2018-33 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCSSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY FOR 15660 STAFFORD STREET, CITY OF INDUSTRY AND NOTICE OF EXEMPTION REGARDING SAME

THIS ITEM WAS NOT CONSIDERED.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:17 a.m.

MARK D. RADECKI
MAYOR

DIANE M. SCHLICHTING
CITY CLERK

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark Radecki at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor Mark Radecki

ROLL CALL

PRESENT: Mark Radecki, Mayor
Cory Moss, Mayor Pro Tem
Abraham Cruz, Council Member
Catherine Marcucci, Council Member
Newell W. Ruggles, Council Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; Josh Nelson, Contract City Engineer; and Julie Robles, Deputy City Clerk.

PUBLIC COMMENTS

Mayor Radecki recognized the birthday of Clem Calvillo, from CNC Engineering, and mentioned what a fine job he and his staff are doing for the City of Industry.

CONSENT CALENDAR

1. **CONSIDERATION OF THE REGISTER OF DEMANDS FOR MAY 9, 2019**

   RATIFIED THE REGISTER OF DEMANDS FOR MAY 9, 2019.

2. **CONSIDERATION OF THE REGISTER OF DEMANDS FOR MAY 23, 2019**

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

3. **CONSIDERATION OF THE MINUTES OF JANUARY 25, 2018 SPECIAL MEETING, JUNE 14, 2018 REGULAR MEETING, JUNE 21, 2018 JOINT SPECIAL MEETING, JULY 12, 2018 REGULAR MEETING, MARCH 28, 2019 REGULAR MEETING AND APRIL 25, 2019 REGULAR MEETING**

   APPROVED AS SUBMITTED.

4. **CONSIDERATION OF APPLICATIONS FROM THE FOLLOWING ORGANIZATIONS TO SELL SAFE AND SANE FIREWORKS IN THE CITY: A PLACE OF HOPE, CORY LIDLE FOUNDATION, COVINA HIGH SCHOOL FOOTBALL, HACIENDA HEIGHTS BAPTIST CHURCH, IGLESIA JESUS ES AMOR, KIWANIS OF HACIENDA HEIGHTS, KNIGHTS OF COLUMBUS, KNIGHTS OF COLUMBUS 5137 AND 16034, LA PUENTE HIGH SCHOOL ATHLETICS, LOS ALTOS HIGH SCHOOL QUARTERBACK CLUB, LYLE OLSEN MEMORIAL FOUNDATION, NORTHVIEW HIGH SCHOOL BASEBALL BOOSTERS, ROWLAND HIGH SCHOOL RAIDER HUDDLE CLUB, SAN GABRIEL VALLEY YMCA, SGV PUNISHER FOOTBALL CENTER, SHINNING LIGHT MINISTRIES, THE JENNIFER LENIHAN MEMORIAL SCHOLARSHIP FOUNDATION, WILSON HIGH SCHOOL ATHLETIC BOOSTERS, AND WORKMAN HIGH SCHOOL ATHLETIC BOOSTERS**

   APPROVED THE LIST OF APPLICANTS TO SELL SAFE AND SANE FIREWORKS BEGINNING JUNE 28, 2018 AND ENDING JULY 5, 2018.

Mayor Radecki recused himself from check number 71193 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf and Landscape.

Council Member Cruz recused himself from check number 71193 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he was previously employed by Square Root Golf & Landscape.

Council Member Ruggles recused himself from check number 71221 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER MARCUCCI THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH MAYOR RADECKI AND COUNCIL MEMBER CRUZ BOTH RECUSING THEMSELVES FROM CHECK NUMBER 71193 ON ITEM 1 (REGISTER OF DEMANDS), AND COUNCIL MEMBER RUGGLES RECUSING HIMSELF FROM CHECK NUMBER 71221 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

6.1 CONSIDERATION OF RESOLUTION NO. CC 2019-24 – A RESOLUTION OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO MEGAN'S WINGS INC., IN THE AMOUNT OF TWENTY THOUSAND DOLLARS ($20,000.00) FOR THE 15TH ANNUAL MEGAN'S RUN/WALK FOR A CURE

Kim Savage from Megan's Wings came and thanked the City of Industry for their support each year. She spoke of the money donated last year helping up to 153 families, living with cancer, for medical and household expenses. This new donation will be dedicated to helping these families with their new Gas Assistance Program.

City Manager Helling expressed his thanks to Kim Savage for her work and devotion to this cause.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER MARCUCCI TO ADOPT RESOLUTION NO. CC 2019-24. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.2 CONSIDERATION OF RESOLUTION NO. CC 2019-25 – A RESOLUTION OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A CONTRIBUTION TO THE CITY OF LA PUENTE, IN THE AMOUNT OF FORTY THOUSAND DOLLARS ($40,000.00) FOR THE ANNUAL FORTUNATO JIMENEZ INDEPENDENCE DAY CELEBRATION

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER MARCUCCI TO ADOPT RESOLUTION NO. CC 2019-25. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.3 CONSIDERATION OF A LICENSE AGREEMENT WITH DOWNTOWN APEX MOTORS, LLC, FOR ACCESS TO 1 INDUSTRY HILLS PARKWAY PARKING LOT LOCATED AT PACIFIC PALMS RESORT, FOR USE AS A TEMPORARY OVERFLOW PARKING AREA FOR VEHICLE INVENTORY

Assistant City Manager, Bing Hyun presented a staff report and was available to answer any questions. He mentioned this lease would be one to three years, with three years being the maximum.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER MARCUCCI TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.4 CONSIDERATION OF A PROPERTY PURCHASE AGREEMENT WITH SHRI GURU SINGH SABHA FOR A STORM DRAIN EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT, AS PART OF THE WALNUT DRIVE SOUTH STORM DRAIN AND STREET WIDENING PROJECT (CITY-1420R)

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

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.5 CONSIDERATION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CASC ENGINEERING AND CONSULTING, FOR AN INITIAL STUDY /NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION FOR 16601 EAST CHESTNUT STREET, INCREASING THE COMPENSATION AMOUNT BY $1,080.00 (CONTRACT NO. 2017-1021P)

Assistant City Manager, Bing Hyun presented a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER MARCUCCI TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.6 CONSIDERATION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CASC ENGINEERING AND CONSULTING INC., FOR AN INITIAL STUDY/NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION FOR 13031 TEMPLE AVENUE, INCREASING THE COMPENSATION AMOUNT BY $2,176.25 (CONTRACT NO. 2017-1028)

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER MARCUCCI TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.7 CONSIDERATION OF AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT WITH SURETECK INDUSTRIAL AND COMMERCIAL SERVICES, INC., FOR ON-CALL MAINTENANCE SERVICES TO EXTEND THE TERM TO DECEMBER 31, 2019

Assistant City Manager, Bing Hyun presented a staff report and Contract City Engineer, Josh Nelson provided additional information and they both were available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.8 CONSIDERATION OF CHANGE ORDER NOS. 1 AND 2, FOR THE DESIGN BUILD SERVICES FOR ELECTRIC VEHICLE PAY FOR USE CHARGING STATIONS WITH ABM ELECTRICAL POWER SERVICES, LLC. (AGREEMENT NO. EU-18-004-E, PROJECT NO. CIP-EU-18-002-B)

Contract City Engineering Josh Nelson presented a staff report and was available to answer any questions. He mentioned this was primarily an issue with the circuit breakers tripping at the Metrolink Station. The wiring and breakers needing replacement would take until July or August to complete.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE CHANGE ORDER NOS. 1 AND 2 AND AUTHORIZE THE MAYOR TO EXECUTE THE CHANGE ORDERS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.9 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR AGREEMENT NO. CIP-STR-19-044-B, ANNUAL SLURRY SEAL FY 18-19, FOR AN ESTIMATED COST OF $250,000.

Contract City Engineering Josh Nelson presented a staff report and was available to answer any questions. He explained the newer micro servicing product that was being used by the County, that dries quicker, and the difference methods used for varies conditions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER MARCUCCI TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE THE ADVERTISING OF RECEIPT OF ELECTRONIC BIDS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL COMMITTEE REPORTS

There was none.

AB 1234 REPORTS

There was none.

CITY COUNCIL COMMUNICATIONS

Mayor Pro Tem Moss spoke of the trip to Washington DC, the first week of May, with Council Member Marcucci, Josh Nelson, and Sam Pedroza. They met with Lobbyist Kevin Jones again to try and obtain federal funding. Also, she attended the California Contract Cities Convention with Council Member Marcucci and Sam Pedroza.

CLOSED SESSION

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

10.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)
Case: Concerned Citizens of City of Industry v. City of Industry, *et al.*
Superior Court of California, County of Los Angeles
Case No. BC700716

10.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Betty Yee
Superior Court of California, County of Los Angeles
Case No. 18STCP03201

10.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. San Gabriel Valley Water and Power, LLC, *et al.*
Superior Court of California, County of Los Angeles
Case No. 19STCV10150

10.4 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Burke Williams & Sorensen, LLP, *et al.*
Superior Court of California, County of Los Angeles
Case No. KC068777

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 9:25 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 10:55 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

At 10:13 a.m., City Attorney Casso, Assistant City Attorney Sparks, Mayor Radecki and Council Member Ruggles recused themselves from Closed Session Items 10.1 and 10.2 and returned at 10:32 a.m.

City Manager Helling spoke regarding Closed Session items 10.1 and 10.2. Direction was given, nothing further to report at this time.

City Attorney Casso spoke regarding Closed Session items 10.3, direction was given to City Attorney's Office, no further action taken and item 10.4., direction was given to Special Counsel and no action was taken. Nothing further to report.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:57 a.m.

MARK D. RADECKI
MAYOR

JULIE ROBLES
DEPUTY CITY CLERK

CITY COUNCIL

ITEM NO. 5.3

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, City Manager TH

DATE: June 13, 2019

SUBJECT: Consideration and ratification of a License Agreement with Southern California Edison ("SCE") for the installation of event banners on street light poles at various location throughout the City

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BACKGROUND

Recently, Rowland Unified School District ("RUSD") requested permission from the City to hang banners on street light poles on Colima and Azusa Avenue. The banners will recognize graduating seniors from RUSD's High Schools who will be attending college throughout the United States.

Because the street light poles on Colima and Azusa Avenue are owned by SCE, and to accommodate RUSD's request, the City must enter into a license agreement with SCE and then, as allowed under the License Agreement, the City will issue a right of way permit to RUSD, authorizing the installation of the banners. It is anticipated the banners will hang on the light poles until next fall.

Fiscal Impact

There is no fiscal impact as result of this action.

RECOMMENDATION

Staff recommends the City Council ratify the License Agreement with SCE and direct staff to work with RUSD on permitting the installation of the banners recognizing the students.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License Agreement"), is made and entered into this 23rd day of June, **2019** by and between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, (hereinafter called "Company") and the City of INDUSTRY, a political subdivision of the State of California, (hereinafter called "City").

WHEREAS, City has jurisdiction of certain streets and highways and has the right to regulate the use of such highways.

WHEREAS, Company has installed Company-owned composite, concrete, and steel Street light poles ("Poles") at various locations within said City at the request of City.

WHEREAS, City desires a license to place non-electrified traffic regulating signs, American flags, and Neighborhood Watch signs, banners and related appurtenances on said Poles.

WHEREAS, Company shall permit City to install non-electrified traffic regulating signs, American flags, Neighborhood Watch signs, banners and related appurtenances on said Poles under this License Agreement.

NOW THEREFORE, in consideration of the mutual understandings and obligations of the parties as hereinafter set forth, Company and City hereby agree as follows:

1. Company hereby, subject to the terms and conditions provided in this License Agreement, licenses and permits City or City's authorized agent to install, maintain, use, repair, renew, and remove non-electrified traffic regulating signs, American flags, Neighborhood Watch signs and other city – sponsored event banners and related appurtenances (collectively referred to as "Attachments") on the Poles in accordance with the following:

A. Attachment shall be secured by means of stainless steel straps.

B. No holes shall be punched, drilled, or burned in any Poles

C. All Attachments shall be mounted so as to provide adequate clearance from traffic, pedestrians, and from all electrical facilities, and secured to Poles to avoid dislodging.

D. The total surface area of all Attachments on any one Pole shall not exceed 18 square feet at any one time.

E. Banners for use on poles in high wind areas (90 mph) must be mounted with break-away, or bend-away banner supports.

F. No Attachment shall be suspended between Poles or between Poles and structures.

G. No Attachment shall be installed on any wooden Poles.

H. No Corporate Trademarks, Logos or other corporate identifiers shall be allowed on the City sponsored banners.

2. Except as otherwise herein provided, the use by City of such Pole as herein provided for shall be without charge. City and/or City's agent shall not derive any revenues in connection with the license issued hereby that exceeds the direct expenses incurred in generating such revenues. City and/or City's agent shall maintain complete and accurate records in accordance with generally accepted methods of accounting for all transactions involving payment from a third-party for placement of an Attachment for three (3) years after the corresponding payment. Company shall have access to such records, upon reasonable notice, for the purposes of audit during normal business hours, for so long as such records are required to be maintained.

3. The Attachments shall be installed and maintained by City, or City's authorized agent, in a safe and workman-like manner in compliance with all applicable laws, rules, regulations, ordinances, including but not limited to General Order No. 95 of the Public Utilities Commission of the State of California.

4. Should Company, in its sole and absolute discretion, determine that it is necessary to relocate or replace a Pole on which a City-owned Attachment is in place, City or City's agent shall, upon reasonable notice from Company promptly relocate, replace or transfer said Attachment to a substitute Pole, if any, as required at City's sole cost and expense.

5. City shall indemnify and hold harmless Company against all losses, expenses, claims, actions, causes of action, damages, costs or liabilities, directly or proximately resulting from or caused by the installation, placement, use, presence, operation, maintenance, and/or removal of said Attachments on any Poles, as herein provided. The termination of this License agreement shall not relieve City of any liabilities which occurred prior thereto or which are occurring at that time. This paragraph shall not be construed to impose liability on either the Company or the City, in favor of any third party, unless such liability would have existed in the absence of this paragraph.

6. The failure of Company to enforce any provision of this License Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provisions; however, the same shall nevertheless remain in full force and effect.

7. This License Agreement shall continue in effect for a term of one (1) year from the date hereof and from year to year thereafter, unless terminated sooner. This License Agreement may be terminated by either party hereto by written notice given not less than sixty (60) days prior to the intended termination. In the event of such termination, City shall remove all of said Attachments from the Poles prior to the termination of this License Agreement.

8. This License Agreement shall not be assignable by City.

IN WITNESS WHEREOF, City and Company have executed this License Agreement by and through their respective officer's thereunto authorized as of the day and year first herein above written.

CUSTOMER:

CITY COUNCIL OF THE
CITY OF INDUSTRY
ACTING FOR AND ON BEHALF
OF THE CITY OF INDUSTRY

BY: _____

TITLE: Troy Helling, City Manager

ATTEST: _____

TITLE: Joshua Nelson, City Engineer

COMPANY:

SOUTHERN CALIFORNIA EDISON
COMPANY

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

DATE: _____

CITY COUNCIL

ITEM NO. 6.1

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Yamini Pathak, Director of Finance
Dean Yamagata, Frazer, LLP – Financial Consultant

DATE: June 13, 2019

SUBJECT: Consideration of Resolution No. 2019-27 - A Resolution of the City Council of the City of Industry, California, Approving and Adopting the FY 2019-20 Proposed Budget.

BACKGROUND

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

Budget Recap

The Proposed Budget for the fiscal year 2019-2020 adheres to the financial policies of the City of Industry.

There are no "one-time" sources of revenues used to balance the General Fund budget for FY 2019-2020.

The FY 2019-2020 proposed revenues and expenditures budget amounts were increased using a 2.5% (CPI) increase over the estimated actual amounts for the FY 2018-2019 year. Certain revenue and expenditures amounts were also budgeted based upon known factors that would increase or decrease the amount more than the proposed 2.5% increase.

Expenditures for all funds for the proposed FY 2019-2020 operating budget totaled $283,579,178.00

Budget Recap (continued)

Below is a summary of all fund groups including the transfers.

CITY OF INDUSTRY
PROJECTED FUND BALANCES
Fiscal Year 2019-2020

			PROJECTED FUND BALANCE JUNE 30, 2019	PROPOSED REVENUES 2019-2020	PROPOSED EXPENDITURES 2019-2020	PROPOSED TRANSFER IN FROM OTHER FUNDS	PROPOSED TRANSFER OUT TO OTHER FUNDS	PROJECTED SURPLUS/ (DEFICIT)	PROJECTED FUND BALANCE JUNE 30, 2020
GENERAL FUND									
100	OPERATIONS		642,062,934	65,281,398	(44,794,440)	7,578,000	(37,171,940)	(9,106,982)	632,955,952
			642,062,934	65,281,398	(44,794,440)	7,578,000	(37,171,940)	(9,106,982)	632,955,952
SPECIAL REVENUES									
101	STATE GAS TAX		17,903	24,100	(24,000)	-	-	100	18,003
102	MEASURE R		-	7,000	(7,000)	-	-	-	-
103	PROP A		3,491,618	50,000	(442,000)	-	-	(392,000)	3,099,618
104	PROP C		12,372	9,010	(10,000)	-	-	(990)	11,382
105	AQMD GRANT		471	-	-	-	-	-	471
106	MEASURE M		271	8,000	(11,000)	-	-	(3,000)	(2,729)
165	CARB		719,245	150,000	(100,000)	-	-	50,000	769,245
110	GRANT FUND		-	-	-	-	-	-	-
			4,241,880	248,110	(594,000)	-	-	(345,890)	3,895,990
ENTERPRISE FUND									
360	CIVIC RECREATIONAL INDUSTRIAL AUTH		119,770	3,010	(527,400)	677,900	(150,500)	3,010	122,780
361	EXPO CENTER		6,619,931	2,541,900	(2,692,400)	150,500		-	6,619,931
161	CITY ELECTRIC		552,314	5,706,000	(5,611,000)	-	-	95,000	647,314
560	INDUSTRY PUBLIC UTILITIES COMMISSION		10,463,692	1,538,000	(679,300)			858,700	11,322,392
561	INDUSTRY PUBLIC UTILITIES COMMISSION		1,397,276	2,026,100	(2,167,600)			(141,500)	1,255,776
160	INDUSTRY PROPERTY HOUSING AUTH		10,262,747	252,200	(571,240)	319,040	-	-	10,262,747
			29,415,730	12,067,210	(12,248,940)	1,147,440	(150,500)	815,210	30,230,940
CAPITAL IMPROVEMENTS FUNDS									
120	CITY CAPITAL IMPROVEMENTS		200,014,234	2,607,000	(70,522,000)	1,400,000	-	(66,515,000)	133,499,234
			200,014,234	2,607,000	(70,522,000)	1,400,000	-	(66,515,000)	133,499,234
FIDUCIARY FUNDS									
145	ASSESSMENT DISTRICT 91-1		2,296,046	29,000	(507,954)	-		(478,954)	1,817,092
			2,296,046	29,000	(507,954)	-	-	(478,954)	1,817,092
DEBT SERVICE									
135	TAX OVERRIDE		4,468,973	55,529,100	-	-	(55,529,000)	100	4,469,073
140	CITY OF INDUSTRY		79,946,135	14,513,200	(41,327,308)	34,760,000	(7,578,000)	367,892	80,314,027
440	INDUSTRY PUBLIC FACILITIES AUTHORITY		396,564,177	16,607,286	(113,584,536)	55,544,000	-	(41,433,250)	355,130,927
		Total PFA	396,564,177	16,607,286	(113,584,536)	55,544,000	-	(41,433,250)	355,130,927
			480,979,285	86,649,586	(154,911,844)	90,304,000	(63,107,000)	(41,065,258)	439,914,027
	PROJECTED ENDING FUND BALANCE		**1,359,010,109**	**166,882,304**	**(283,579,178)**	**100,429,440**	**(100,429,440)**	**(116,696,874)**	**1,242,313,235**

General Fund

The General Fund is the main operating fund of the City. We have budgeted total revenues of $65,281,398.00, expenditures of $44,794,440.00 and net transfers out of $29,593,940.00, which represents an approximate $9.1 million decrease in fund balance for FY 2019-2020. The proposed budget reflects an increase in the Adopted General Fund revenues of 4% over the prior year budget. The $9.1 million decrease will be partially offset by collections on the note receivable from the City of La Puente and also funded by approximately $552 million of cash and investments that the City has on a hand. The City is in the process of reviewing potential income generating alternatives to help bridge the deficit in future years.

Conservatively, the proposed FY 2019-2020 projects sales tax revenues with a minimal increase over the prior year. However, the City anticipates that sales tax revenues will exceed the budgeted amount for FY2019-2020. The remaining budgeted General Fund revenues of increases and decreases basically offset each other in the proposed budget.

The proposed budget has approximately a 3% increase in General Fund expenditures over the prior year's amended budget. Net Transfers Out decreased slightly from the prior year's budgeted amount. The FY 2019-2020 transfers will be $29.6 million compared to $29.4 million budgeted in the prior year.

Special Revenue Funds

The City anticipates receiving approximately $248,000.00 in Special Revenue Funds during FY 2019-2020. In the prior year we had budgeted $5.3 million in Prop C Grant funds for the 57/60 off ramp project, which was completed last fiscal year.

Enterprise Funds

The Enterprise Funds FY 2019-2020 proposed budget for the Civic Recreational-Industrial Authority, Industry Public Utilities Commission and Industry Property and Housing Management Authority will be approved by their respective boards. The General Fund will be funding the $677,900.00 deficit of Civic Recreational-Industrial Authority and the $319,040.00 deficit of Industry Property and Housing Management Authority, respectively.

Capital Improvement Funds

The City has budgeted approximately $70.5 million in capital projects during FY 2019-2020. See the Capital Projects Fund budget for a listing of the proposed projects. These expenditures will be funded by the bond proceeds from the 2015 Sales Tax Bond and interest income earned on the remaining balance of $200 million in cash and investments.

Fiduciary Funds

The Fiduciary Fund for Assessment District 91-1 has sufficient cash and investments on hand to retire the remaining outstanding principal and interest payments on the bonds. Therefore, we have not assessed the landowners a property tax assessment for the current year.

Debt Service

The accounting for the cash transferred from the Successor Agency and City's Tax Override fund was changed in 2017-2018 which resulted in a change in how the City budget's these revenues in the debt service fund for IPFA. The City has budgeted a total of $86.6 million in revenues and net transfers in of $27.2 million to pay for $154.9

million of bond principal and interest payments, resulting in a shortfall of $41.1 million. However, there is no shortfall in cash as this difference is being paid by monies received from the Successor Agency in the form of principal payments received by IPFA.

FISCAL IMPACT

The FY 19-20 Proposed General Fund Budget will total $44,794,440.00 in expenditures and $29,593,940.00 in transfers out will be supported by $65,281,398.00 in revenues and $9,106,982.00 in available reserves.

The FY 19-20 Proposed CIP Program Budget of $70,522,000.00 in total project costs that will be supported by $2,607,000.00 in revenues, $1,400,000.00 Transfers In from the General Fund, and $66,515,000.00 of available bond proceeds from the 2015 Sales Tax Revenue bond proceeds.

RECOMMENDATION

Staff recommends the City Council approve and adopt Resolution No. CC 2019-27, adopting the Proposed Operating Budget and Proposed CIP Budget for the City of Industry for Fiscal Year 2019-2020. In addition, staff recommends the City Council approve and ratify all City-affiliated entities' budgets, as approved by each respective board and/or commission.

Attachments:

1. Resolution No. CC 2019-27 – Resolution Approving the FY 19-20 Proposed Budget
2. Exhibit A – FY 2019-20 Proposed Budget

RESOLUTION NO. CC 2019-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ADOPTING THE CITY'S FISCAL YEAR 2019-20 PROPOSED OPERATING BUDGET AND FISCAL YEAR 2019-20 PROPOSED CAPITAL IMPROVEMENT PROGRAM BUDGET

WHEREAS, the FY 2019-20 ("FY 20") 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 20 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 20 Budget Process began in February 2019, 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, City Departments submitted their budget proposals and capital budget requests to Finance by April 2019, in which Finance reviewed all Department budget requests, making recommendations as needed; and

WHEREAS, in May 2019, the Finance Director and the City Manager reviewed each budget request with respect to the City's total budget and Citywide fiscal condition and finalized the FY 20 Proposed Operating Budget; and

WHEREAS, Finance, Engineering and the City Manager also reviewed all capital project budget requests and finalized the FY 20 Proposed Capital Improvement Program ("CIP") Budget; and

WHEREAS, The FY 20 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 to continue to grow its presence as the economic and employment standard bearer in the region; and

WHEREAS, the City Council received a presentation on the City's FY 20 Proposed Operating Budget and FY 20 Proposed CIP Budget at the Special Budget Workshop Meeting held on June 11, 2019; 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 20 Proposed Operating Budget and FY 20 Proposed CIP Budget and are hereby presented for budget adoption at the June 13, 2019 City Council Meeting.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, 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 2019-27, the City of Industry's Proposed Operating Budget for all Citywide Funds totals (excluding CIP) **$213,057,178.00** in expenditures that will be supported by **$166,882,304.00** in revenues, **$8,748,624.00** in available reserves and Transfer In from SA-IUDA 2015 A & B Bonds Principal payments of **$41,433,250.00** is hereby approved and adopted for Fiscal Year 2019-2020, By approving the Citywide Proposed Operating Budget, the following is the proposed budgets for the General Fund is hereby approved and adopted as outlined below:

A. The General Fund budget will total **$44,794,440.00** in expenditures and **$29,593,940.00** in transfers out and supported by **$65,281,398.00** in revenues and **$9,106,982.00** in available reserves.

Section 3. By approving Resolution No. CC 2019-27, the Proposed CIP Program Budget of **$70,522,000.00** in total project costs that will be supported by **$2,607,000.00** in revenues, **$1,400,000.00** Transfers In from the General Fund, and **$66,515,000.00** of available bond proceeds from the 2015 Sales Tax Revenue bond proceeds is hereby approved and adopted for Fiscal Year 2019-2020.

Section 4. The City Council hereby approves and ratifies the following City-affiliated entities' budgets for Fiscal Year 2019-2020, as approved and adopted at their respective board meetings: Civic Recreational-Industrial Authority ("CRIA"), and Industry Property & Housing Management Authority ("IPHMA").

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

Section 6. The Deputy City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry, at a regular meeting held on June 13, 2019, by the following vote:

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

_____
, Mayor

ATTEST:

_____
Julie Gutierrez-Robles, Deputy City Clerk

60 YEARS

Jobs, Enterprise & Regional Infrastructure

FY 2019-20 Proposed Operating Budget

City of Industry | June 13, 2019

Elected Officials – City of Industry City Council

Mark D. Radecki
Mayor

Cory C. Moss
Mayor Pro Tem

Abraham Cruz
Council Member

Catherine Marcucci
Council Member

Newell W. Ruggles
Council Member

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Honorable Mayor and Members of the City Council:

I am pleased to present the FY 2019/20 ("FY20") Proposed Budget for the City of Industry. This budget reflects both prudent financial planning and our sustained commitment to "jobs, enterprise, and regional infrastructure."

Last fiscal year was highly productive, as companies from across the economic spectrum - logistics, manufacturing, offices, professional services, restaurants, and retail - chose the City of Industry as their home. In fact, over 450 new businesses were established during FY19. The City of Industry also expanded its regional impact beyond the economic realm, when it undertook a historic effort with the cities of Chino Hills and Diamond Bar to preserve a magnificent environmental, scientific, educational, and recreational resource for the region - the 2,445-acre Tres Hermanos Ranch. And, as usual, FY19 saw the City of Industry continue to invest in our infrastructure to ensure that businesses can operate efficiently and residents throughout the San Gabriel Valley can benefit from greater resources and opportunities. Some highlights include:

- Greater security at the Industry Metrolink Station, which had the highest ridership on the Riverside line, through the installation of an upgraded security camera system.
- Mass grading project, to prepare the land for development of the Industry Business Center, a major new business and employment center at the confluence of the State Route 57 and 60 freeways.
- Installation of new entrance gates for the City's 125-acre multipurpose public event facility.
- Addition of new lighting and re-grading of the Expo Center Trail, a public-use walking and running trail and regional recreational resource.
- Major storm drain improvements along Ajax Avenue, to ensure continued truck and passenger vehicle circulation during inclement weather.
- Catch basin retrofitting throughout the entire City to capture trash and pollutants from entering the storm drain system and polluting the environment.

During FY19, the City sought to improve the economic environment and contribute to the region's quality of life. And significant progress will continue into the upcoming fiscal year. With over one million square feet of new development already under review or construction, FY20 will bring greater prosperity for both the City of Industry and our neighbors, as economic growth efforts create demand for goods, services, land, labor, and capital. The City of Industry's success fuels economic growth far beyond our boundaries.

FY20 is also about careful investment in the future. Projects that promote goods movement, increase access and circulation to labor and customers, programs and amenities to serve our daytime population of over 67,000 persons, public safety measures to promote a more secure working and living environment, and smart improvements that deliver a more efficient and stable utility system. Some of the exciting projects that are ahead for FY19:

- Building a new facility for the Los Angeles County Sheriff's Department, to establish a Mental Evaluation Team office in the City and provide needed mental health and crisis intervention services to the region.

- Storm drain, street widening, maintenance, sidewalk, curb and gutter, and/or lighting improvements throughout the City, including Walnut Drive South, Rausch Road, Stephen's Street, El Encanto Road, Ferrero Parkway, Old Ranch Road, Nelson Avenue, Willow Avenue, Benton Court, and Kaplan Avenue.
- Traffic signal and/or intersection modifications to improve circulation throughout the City, including at Nelson Avenue and Sunset Avenue, Nelson Avenue and Puente Avenue.
- Enhancements to City Hall, including new signage and re-painting.
- Installation of smart electric meters and other utility infrastructure to provide more efficient service delivery.

Overview of the FY 20 Proposed Operating Budget

The FY 20 Proposed Citywide Budget is a balanced budget and reflects the City's commitment to: our residents & business community; the vitality of the region's employment base; fiscal stability and transparency; improving quality of life through support of surrounding communities, non-profits, and regional projects; and operating the City in line with standard city practices.

The FY 20 Proposed Budget was developed based on projected or "realistic" costs of providing services to our community. The FY 20 Budget Process is also a collaborative process in which all departments contribute to developing and building their budgets. The budget process usually consists of a five-month process, beginning in January of each year until budget adoption in June. The FY 20 Proposed Citywide Budget (excluding the CIP Program Budget) totals $213.0 million and is supported by $166.8 million in total revenues across all City funds. The projected Citywide operating shortfall will be supported by available reserves and bond proceeds. The Proposed General Fund "Operating" Budget totals $44.8 million and is supported by $65.3 million in revenues. When cities refer to its "Operating Budget," they are referring to the General Fund, which serves as the primary budget for core operations and traditional municipal services provided to our residents and the business community.

An overview of the City's Proposed Citywide Budget, General Fund Budget, and other key funds are presented below.

FY 20 Proposed Citywide Budget (Figures in Millions)	FY 17/18 Amended	FY 17/18 Actuals	FY 18/19 Amended	FY 19/20 Proposed
General Fund	$62.1	$53.0	$43.5	$44.8
Industry Public Utilities Commission ("IPUC")	10.1	6.9	8.4	8.4
Debt Services Fund	126.9	151.8	149.8	154.9
Other Funds	7.4	5.7	11.4	5.2
Total City Budget	**$206.5**	**$217.4**	**$213.1**	**$213.3**
CIP Program	$38.3	$33.6	$25.2	$70.5
Total CIP Budget	**$38.3**	**$33.6**	**$25.2**	**$70.5**

Also, with this proposed budget, the City continues to invest heavily into its capital infrastructure and regional improvements in the greater San Gabriel Valley region. The FY 20 Proposed CIP Budget totals $70.5 million. The CIP Budget will not be solely supported by the General Fund. In FY 20, the City will greatly benefit from the 2015 Sales Tax Revenue bond issue of $250 million, as well as other grant funding, such as Metro Call for Projects, Measure M, and Proposition A to name a few. As such, some of the major projects planned for FY 20 include:

- **Street Widening, Reconstruction, Resurfacing and Slurry Seal –** The City continues to invest in improving the streets and

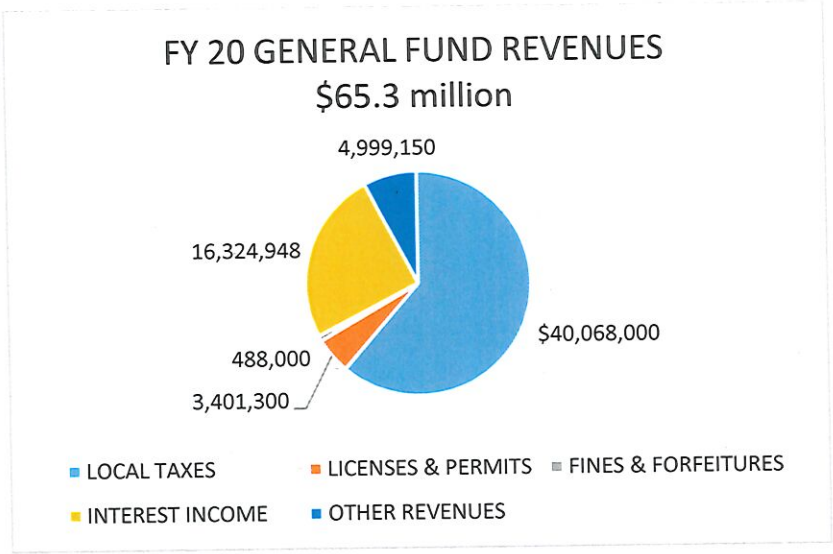
proposes a budget of $20.6 million in FY 20, including $2.8 million proposed for Arenth Avenue Reconstruction from Fullerton Road to Nogales Street, $2.6 million proposed for Reconstruction of portions of Bixby Drive and Chestnut Street and $2.3 million proposed for Annual Pavement Rehabilitation.

- **Grade Separation Projects** – The City, through its continued partnership with ACE, is investing close to 5 million dollars in FY 20 as the Fairway Drive and Fullerton Road grade separations enter construction. Railroad overpasses for Union Pacific will be constructed on both these major thoroughfares to ease these critical, high-volume traffic areas. The Turnbull Canyon grade separation continues to progress in FY 20.
- **Bridge Repainting Project** – The City was awarded federal funding for the repainting of the Azusa Avenue Bridge and has planned a budgeted expenditure of $10.2 million for engineering and construction activities in FY 20. Approximately $9.0 million of the spending will be funded through the federal funds, however, due to the uncertainty of the timing of the funding, this revenue amount is not reflected in the FY 20 budget and will be included in future budget proposals and/or amendment if necessary, when the funding is expected.
- **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 20 CIP Budget, and the City is allocating $8.6 million to major facility improvements at the Expo Center. In FY 20, major improvements to the parking lot, Pavilion, Avalon Room and Patio Café facilities are planned. Further, the City will invest critical resources for designing and constructing major improvements to the sewer system.
- **El Encanto Convalescent Hospital facility improvements** – The City is committed to making continuous improvement to the El Encanto facility in anticipation to generate increased revenue to support the operations of the hospital and has included in the proposed CIP program $1.9 million for roof repair, carpet, wall covering and handrails replacement and the sub-acute dialysis center.

FY 20 Proposed Budget Highlights

Revenues

The City of Industry continues to benefit from a solid and robust revenue base, which serves as the foundation for Industry's economic vitality and stable economy over the last several years. The City is unique in its heavy reliance on its economic industries, and sales tax revenues account for over 60% of all General Fund revenues. Industry largely benefits from its auto, commercial, manufacturing, and consumer retail industries. However, other major revenue staples, such as Property Tax and Transient Occupancy Taxes ("TOT"), are performing well and continue to see consistent growth in line with the similar revenue growth in other cities. Outlined below is a summary of the City's fiscal resources (revenues).



Expenditures

The FY 20 Proposed General Fund Budget represents the City's operating plan to keep the City operating in line with standard business practices, as well as continue its business model to keep the City ascending as an economic driver and employment force in the region. As such, the FY 20 Proposed General Fund Budget totals $44.8 million of expenditures and net transfers out of $29.6 million. The City's operating budget is supported by on-going revenues of $65.3 million, which represents approximately $9.1 million decrease in fund balance for 2019-2020. The $9.1 million decrease will be partially offset by collections on the note receivable from the City of La Puente and funded by approximately $552 million of cash and investments that the City has on a hand. We are in the process of reviewing potential income-generating alternatives to help bridge the deficit in future periods. Outlined below please find the key FY 20 Budget Highlights.

- ***Cost of Living Adjustment (COLA)*** *– One good sign for the overall economy 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 increased from April 18-April 19 in the Los Angeles-Long Beach-Anaheim region is 3.3%. As a result, a 3.5% CPI-based COLA is being proposed for all employees in the FY 20 Proposed Budget.*

- ***Continued Commitment to Public Safety*** *– Public Safety continues to be the number one priority for the City! The FY 20 Budget reflects annual increases to the LA Sheriff's contract. FY 20 also reflects the City's commitment to mental health awareness in public safety and deputy training. Also, 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.*

- ***Streamlining of Development Services & Public Works Operations*** *– In FY 20, 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 we now better know all costs associated with the City's One-Stop Shop (became effective in November 2018), we will now fully fund our development services administrative support, as well as all Los Angeles County Building services in FY 20.*

  Further, all specialized support services, such as environmental and surveying, as well as maintenance services, are fully budgeted in FY 20.

- ***Personnel Changes*** – The FY20 Proposed Budget includes a *new position, for City Engineer /Director of Public Works. Also, in FY 20, there will be several positions that will be re-classified to*

more appropriately correspond to the skill level, responsibilities & work scope performed by these positions.

Also, one new position, Administrative Technician III, is included in the FY 20 Proposed Budget. This position will have resulted from proposed reclassifications due to additional duties, and higher responsibilities of work performed. ***There is one net change in full-time equivalent ("FTE") position count in comparison to last year's amended budget.***

- ***2015 Sales Tax Bond Proceeds of $250 Million*** *– In December 2015, the City issued bonds that resulted in approximately $250 million of available bond proceeds from the 2015 Sales Tax Revenue bond issue. These bond proceeds can be utilized to support all capital infrastructure projects within the City limits. The City began appropriating funds from these bond proceeds beginning in FY 18.*

  In FY 20, the 2015 Sales Tax Bond Proceeds will be a major revenue source for the Proposed CIP Budget, as the majority of the CIP expenditure will be funded by the bond proceeds and investment earnings. This will provide major relief and savings to the General Fund, as in years past, the General Fund would 100% support and subsidize all capital projects. Utilizing these bond proceeds is an invaluable resource for contributing to improving the City's major infrastructure & capital needs.

Once again, FY20 demonstrates the City's sustained focus and commitment and promises to be a year of continued investment into businesses and regional resources. Overall, the FY20 Proposed Operating Budget demonstrates that the City of Industry remains financially resilient while maintaining its business-first values. In the coming fiscal year, the City Hall team looks forward to proudly serving the businesses and residents of the City of Industry and embracing our role as a leader in both economic growth and giving back.

Respectfully Submitted,

Troy Helling,
City Manager

City Facts – Industry at a Glance

Incorporation

June 18, 1957

Form of Government

City of Industry is Charter City operating under the Council-Manager form of government.

Population

219 (2010 – U.S Census)

Area

12 square miles

Location

The City of Industry is located in the East San Gabriel Valley (part of Los Angeles County) 22 miles from Downtown Los Angeles, 40 miles from Los Angeles International Airport (LAX), 45 miles to the Ports of Los Angles and Long Beach, 30 miles to the nearest beach and 25 miles to the San Bernardino Mountains.

Located within the core of a 40 mile radius, encompassing Los Angeles, Orange County and the Inland Empire, the City of Industry enjoys numerous resources for transportation, providing excellent support for firms located within the city.

The City of Industry is bordered by four major freeways. The Pomona Freeway (60) intersects the Long Beach (710), San Gabriel River (605) and Orange (57) Freeways, providing direct access to Orange County markets. The San Bernardino (10) Freeway borders the city on the north.

Zoning

Zoning in the City is 92% industrial and 8% commercial. All businesses, including professions, stores, trades, services and any other occupation, are required to obtain a use permit to conduct business in the City of Industry.

Building permits must be obtained for all new construction, renovations and improvements. The City of Industry does not charge for building permits, but there is a fee charged by Los Angeles County, Building and Safety Department.

Public Safety

The City contracts with the L.A. County Sheriff's Department, L.A. County Fire Department, & L.A. County Animal Control Services.

Education

The following school districts, universities and colleges are located in the City's larger regional area.

Elementary/Intermediate	Universities/Colleges
Rowland Unified School District	Cal Poly of Pomona
Hacienda La Puente Unified School District	Azusa Pacific University
Bassett Unified School District	Claremont Colleges
West Covina Unified School District	University of La Verne
	University of Phoenix
High School	Mt. San Antonio College
Rowland Unified School District	Rio Hondo College
Hacienda La Puente Unified School District	Citrus College
Bassett Unified School District	
Bishop Amat Memorial High School	

Utilities

The City contracts with the following districts and companies for its utilities it provides its residents:

- La Puente Valley Water District – City of Industry's Waterworks System for Potable Water
- Rowland Water District – Recycled Water
- Valley Vista Services – Refuse & Waste Disposal Services
- Southern CA Edison – Electric
- Industry Public Utilities Commission (IPUC) – City Electric
- Southern CA Gas Company - Gas

Attractions & City Amenities

The following amenities and community attractions are available to the City's residents, business community, patrons, and general community at-large.

Attraction & Amenities
Pacific Palms Hotel & Resort
Expo Center at Industry Hills
Workman Homestead & Temple Museum
Pacific Palms Golf Course
Puente Hills Mall
Puente Hills Auto Mall

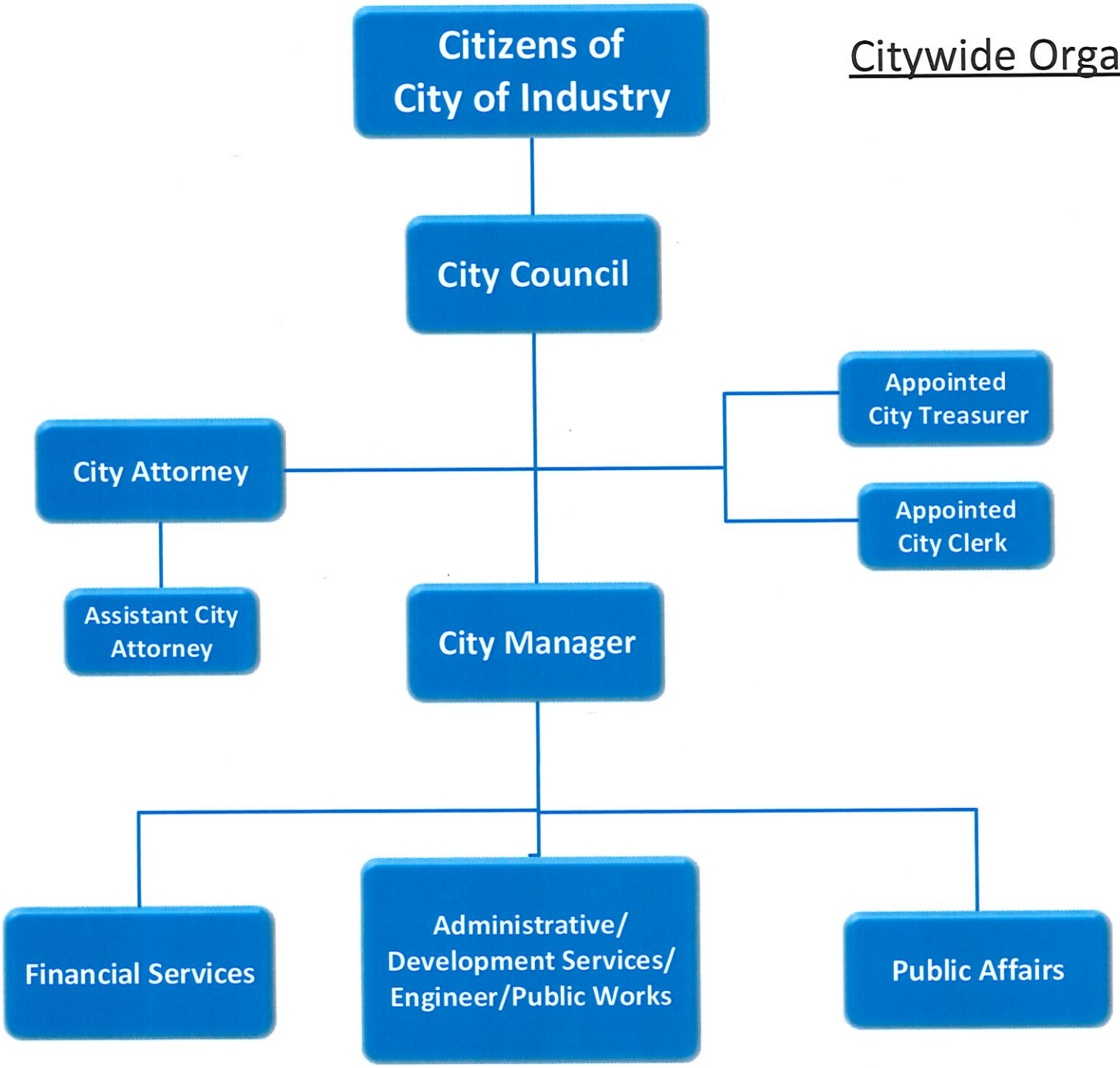
Transportation

The following modes of public transportation services the City of Industry and its surrounding communities:

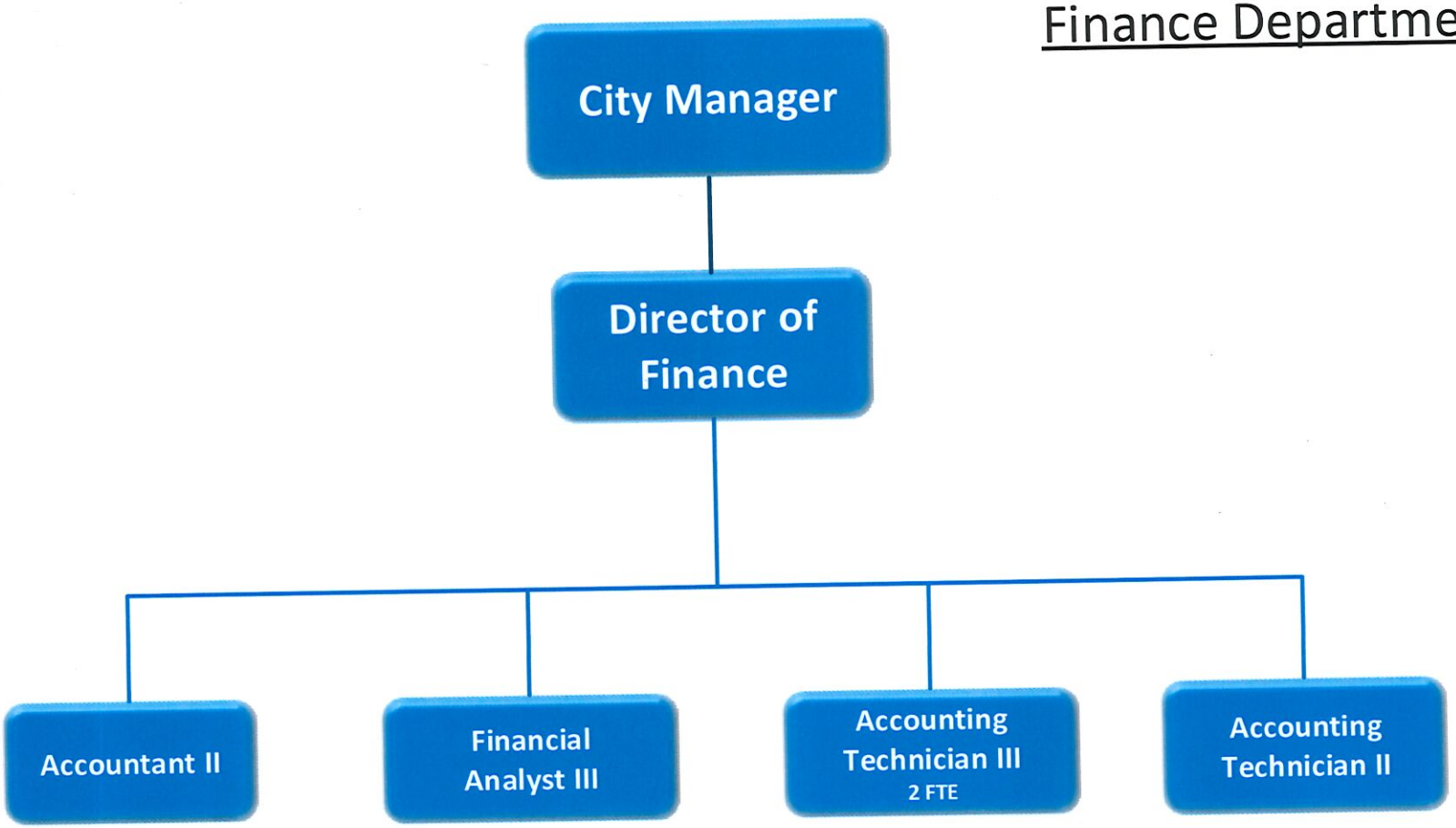
- City of Industry MetroLink Station - http://www.metrolinktrains.com/stations/detail/station_id/99.html
- Foothill Transit - http://foothilltransit.org/
- LA Metro - https://www.metro.net
- Amtrak Fullerton Station - https://www.amtrak.com/
- LAX & Ontario International Airports

CITY OF INDUSTRY
1957
LOS ANGELES COUNTY

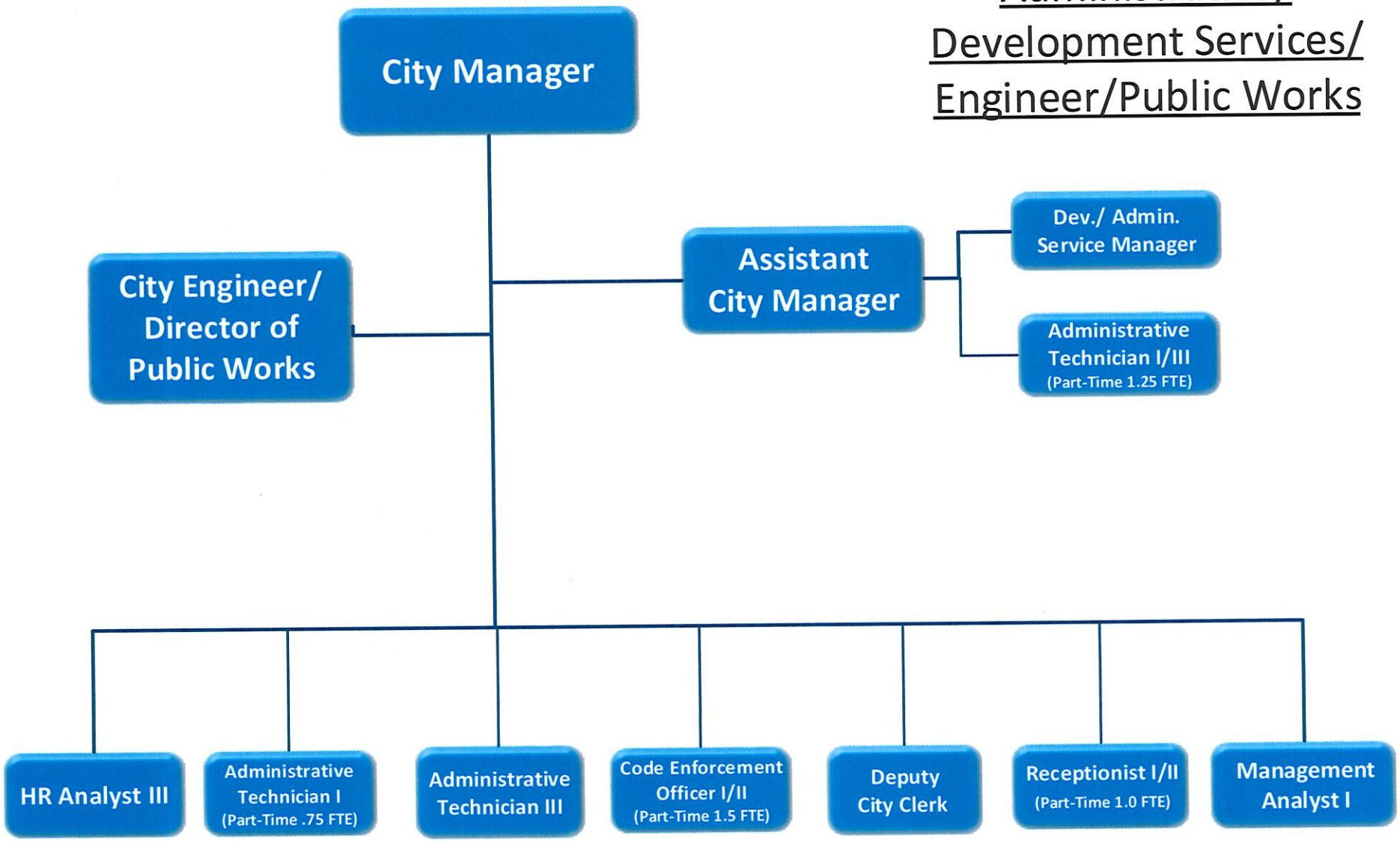
Citywide Organization Chart



Finance Department



Administrative/ Development Services/ Engineer/Public Works



CITY OF INDUSTRY
PROJECTED CASH AND INVESTMENT BALANCES
Fiscal Year 2019-2020

	PROJECTED CASH AND INVESTMENT BALANCE JUNE 30, 2019	REVENUES 2019-2020	EXPENDITURES 2019-2020	PROPOSED: Principal Collection on Note Receivables 2019-2020	PROPOSED: TRANSFER IN FROM OTHER FUNDS	PROPOSED: TRANSFER OUT TO OTHER FUNDS	PROJECTED CASH BALANCE JUNE 30, 2020
GENERAL FUND							
100 OPERATIONS	556,182,489	65,281,398	(44,794,440)	728,742	7,578,000	(37,171,940)	547,804,249
	556,182,489	65,281,398	(44,794,440)	728,742	7,578,000	(37,171,940)	547,804,249
SPECIAL REVENUES							
101 STATE GAS TAX	-	24,100	(24,000)				100
102 MEASURE R	-	7,000	(7,000)				-
103 PROP A	3,497,729	50,000	(442,000)				3,105,729
104 PROP C	12,372	9,010	(10,000)				11,382
105 AQMD GRANT	-	-	-				-
106 MEASURE M	271	8,000	(11,000)				(2,729)
110 GRANT FUND	-	-	-				-
	3,510,372	98,110	(494,000)	-	-	-	3,114,482
ENTERPRISE FUND							
360 CIVIC RECREATIONAL INDUSTRIAL AUTH	124,111	3,010	(527,400)		677,900	(150,500)	127,121
361 EXPO CENTER	208,062	2,541,900	(2,692,400)		150,500		208,062
161 CITY ELECTRIC	13,390,559	5,706,000	(5,611,000)				13,485,559
560 INDUSTRY PUBLIC UTILITIES COMMISSION	6,743,614	1,538,000	(679,300)				7,602,314
561 INDUSTRY PUBLIC UTILITIES COMMISSION	954,799	2,026,100	(2,167,600)				813,299
160 INDUSTRY PROPERTY HOUSING AUTH	8,051	252,200	(571,240)		319,040		8,051
165 CARB	719,245	150,000	(100,000)			-	769,245
	22,148,441	12,217,210	(12,348,940)	-	1,147,440	(150,500)	23,013,651
CAPITAL IMPROVEMENTS FUNDS							
120 CITY CAPITAL IMPROVEMENTS	211,597,317	2,607,000	(70,522,000)		1,400,000		145,082,317
	211,597,317	2,607,000	(70,522,000)	-	1,400,000	-	145,082,317
FIDUCIARY FUNDS							
145 ASSESSMENT DISTRICT 91-1	2,293,293	29,000	(507,954)				1,814,339
	2,293,293	29,000	(507,954)	-	-	-	1,814,339
DEBT SERVICE							
135 TAX OVERRIDE	1,600,345	55,529,100	-			(55,529,000)	1,600,445
140 CITY OF INDUSTRY	71,491,390	14,357,315	(41,327,308)		34,760,000	(7,578,000)	71,703,397
		-					-
440 Lease Obligations/City Loan		5,013,136	(5,533,136)	520,000			
2015 A&B Tax Allocation Bonds					55,544,000		55,544,000
440 INDUSTRY PUBLIC FACILITIES AUTHORITY - 2021							583,747
440 INDUSTRY PUBLIC FACILITIES AUTHORITY - 2019-2020	50,465,200	58,169,947	(108,051,400)				56,127,747
Total PFA	50,465,200	63,183,083	(113,584,536)	520,000	55,544,000	-	
	123,556,935	133,069,498	(154,911,844)	520,000	90,304,000	(63,107,000)	129,431,589
PROJECTED ENDING CASH AND INVESTMENT BALANCE	**919,288,847**	**213,302,216**	**(283,579,178)**	**1,248,742**	**100,429,440**	**(100,429,440)**	**850,260,627**

CITY OF INDUSTRY
PROJECTED FUND BALANCES
Fiscal Year 2019-2020

		PROJECTED FUND BALANCE JUNE 30, 2019	PROPOSED: REVENUES 2019-2020	PROPOSED: EXPENDITURES 2019-2020	PROPOSED: TRANSFER IN FROM OTHER FUNDS	PROPOSED: TRANSFER OUT TO OTHER FUNDS	PROJECTED SURPLUS/ (DEFICIT)	PROJECTED FUND BALANCE JUNE 30, 2020
GENERAL FUND								
100	OPERATIONS	642,062,934	65,281,398	(44,794,440)	7,578,000	(37,171,940)	(9,106,982)	632,955,952
		642,062,934	65,281,398	(44,794,440)	7,578,000	(37,171,940)	(9,106,982)	632,955,952
SPECIAL REVENUES								
101	STATE GAS TAX	17,903	24,100	(24,000)	-	-	100	18,003
102	MEASURE R	-	7,000	(7,000)	-	-	-	-
103	PROP A	3,491,618	50,000	(442,000)	-	-	(392,000)	3,099,618
104	PROP C	12,372	9,010	(10,000)	-	-	(990)	11,382
105	AQMD GRANT	471	-	-	-	-	-	471
106	MEASURE M	271	8,000	(11,000)	-	-	(3,000)	(2,729)
165	CARB	719,245	150,000	(100,000)	-	-	50,000	769,245
110	GRANT FUND	-	-	-	-	-	-	-
		4,241,880	248,110	(594,000)	-	-	(345,890)	3,895,990
ENTERPRISE FUND								
360	CIVIC RECREATIONAL INDUSTRIAL AUTH	119,770	3,010	(527,400)	677,900	(150,500)	3,010	122,780
361	EXPO CENTER	6,619,931	2,541,900	(2,692,400)	150,500		-	6,619,931
161	CITY ELECTRIC	552,314	5,706,000	(5,611,000)	-	-	95,000	647,314
560	INDUSTRY PUBLIC UTILITIES COMMISSION	10,463,692	1,538,000	(679,300)			858,700	11,322,392
561	INDUSTRY PUBLIC UTILITIES COMMISSION	1,397,276	2,026,100	(2,167,600)			(141,500)	1,255,776
160	INDUSTRY PROPERTY HOUSING AUTH	10,262,747	252,200	(571,240)	319,040	-	-	10,262,747
		29,415,730	12,067,210	(12,248,940)	1,147,440	(150,500)	815,210	30,230,940
CAPITAL IMPROVEMENTS FUNDS								
120	CITY CAPITAL IMPROVEMENTS	200,014,234	2,607,000	(70,522,000)	1,400,000	-	(66,515,000)	133,499,234
		200,014,234	2,607,000	(70,522,000)	1,400,000	-	(66,515,000)	133,499,234
FIDUCIARY FUNDS								
145	ASSESSMENT DISTRICT 91-1	2,296,046	29,000	(507,954)	-		(478,954)	1,817,092
		2,296,046	29,000	(507,954)	-	-	(478,954)	1,817,092
DEBT SERVICE								
135	TAX OVERRIDE	4,468,973	55,529,100	-	-	(55,529,000)	100	4,469,073
140	CITY OF INDUSTRY	79,946,135	14,513,200	(41,327,308)	34,760,000	(7,578,000)	367,892	80,314,027
440	INDUSTRY PUBLIC FACILITIES AUTHORITY	396,564,177	16,607,286	(113,584,536)	55,544,000	-	(41,433,250)	355,130,927
Total PFA		396,564,177	16,607,286	(113,584,536)	55,544,000	-	(41,433,250)	355,130,927
		480,979,285	86,649,586	(154,911,844)	90,304,000	(63,107,000)	(41,065,258)	439,914,027
	PROJECTED ENDING FUND BALANCE	**1,359,010,109**	**166,882,304**	**(283,579,178)**	**100,429,440**	**(100,429,440)**	**(116,696,874)**	**1,242,313,235**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
REVENUE SUMMARY

REVENUE SUMMARY BY FUND	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
GENERAL FUND							
LOCAL TAXES	$ 38,405,380	$ 38,405,380	$ 42,372,073	$ 39,622,350	$ 39,622,350	$ 29,624,549	$ 40,068,000
LICENSES & PERMITS	3,258,360	3,258,360	3,518,759	4,756,830	4,756,830	2,241,708	3,401,300
FINES & FORFEITURES	412,500	412,500	442,947	377,500	377,500	355,933	488,000
INTEREST INCOME	11,015,000	11,015,000	12,976,330	12,819,360	12,819,360	8,314,533	16,324,948
OTHER REVENUES	2,927,150	2,927,150	7,539,735	5,109,990	5,109,990	9,004,995	4,999,150
TOTAL GENERAL FUND	$ 56,018,390	$ 56,018,390	$ 66,849,845	$ 62,686,030	$ 62,686,030	$ 49,541,719	$ 65,281,398
SPECIAL REVENUE FUNDS							
GAS TAX FUND - 101	$ 23,740	$ 23,740	$ 14,411	$ 18,130	$ 18,130	$ 14,432	$ 24,100
MEASURE R FUND -102	5,000	5,000	5,111	5,000	5,000	4,213	7,000
PROP A FUND - 103	263,500	538,500	625,650	10,000	10,000	310,530	50,000
PROP C FUND - 104	7,010	7,010	6,450	7,010	7,010	5,613	9,010
AIR QUALITY FUND - 105	-	-	-	-	-	-	-
MEASURE M FUND - 106	5,000	5,000	4,631	5,000	5,000	4,740	8,000
GRANT FUND - 110	12,431,580	12,431,580	5,562,552	5,261,490	5,261,490	-	-
TOTAL SPECIAL REVENUES	$ 12,735,830	$ 13,010,830	$ 6,218,804	$ 5,306,630	$ 5,306,630	$ 339,528	$ 98,110
ENTERPRISE FUNDS							
IPHMA - 160	$ 216,800	$ 216,800	$ 210,899	$ 210,800	$ 210,800	$ 182,527	$ 252,200
IPUC ELECTRICITY - 161	5,324,500	5,324,500	5,210,131	5,487,400	5,487,400	3,976,324	5,706,000
CRIA 360	610	610	1,777	1,210	1,210	1,610	3,010
CRIA - EXPO CENTER - 361	1,679,605	1,679,605	2,198,537	1,980,930	1,980,930	1,382,968	2,541,900
IPUC - RECLAIMED WATER - 560	1,225,000	1,225,000	1,392,141	1,355,000	1,355,000	669,690	1,538,000
IPUC - POTABLE WATER - 561	1,986,600	1,986,600	1,997,793	2,056,750	2,056,750	790,079	2,026,100
CARB - 165	-	-	139,727	-	-	140,531	150,000
TOTAL ENTERPRISE FUNDS	$ 10,433,115	$ 10,433,115	$ 11,151,005	$ 11,092,090	$ 11,092,090	$ 7,143,728	$ 12,217,210
CAPITAL IMPROVEMENTS FUND							
CITY CAPITAL IMPROVEMENTS - 120	$ 1,489,575	$ 1,489,575	$ 292,709	$ 8,433,865	$ 8,433,865	$ 2,329,514	$ 2,607,000
TOTAL CAPITAL IMPROVEMENTS	$ 1,489,575	$ 1,489,575	$ 292,709	$ 8,433,865	$ 8,433,865	$ 2,329,514	$ 2,607,000
FIDUCIARY FUNDS							
91-1 TAX ASSESSMENT	$ 659,590	$ 659,590	$ 668,596	$ 653,800	$ 15,800	$ 24,774	$ 29,000
TOTAL FIDUCIARY FUNDS	$ 659,590	$ 659,590	$ 668,596	$ 653,800	$ 15,800	$ 24,774	$ 29,000
DEBT SERVICE FUNDS							
DEBT SERVICE PROPERTY TAX OVERRIDE - 135	$ 47,074,300	$ 47,074,300	$ 51,365,375	$ 50,466,200	$ 50,466,200	$ 38,634,421	$ 55,529,100
CITY DEBT SERVICE - 140	13,265,000	13,265,000	13,445,550	13,538,000	13,538,000	14,357,315	14,513,200
IPFA - 440	62,812,370	62,812,370	60,122,485	59,449,865	59,449,865	20,506,419	16,607,286
TOTAL DEBT SERVICE FUND	$ 123,151,670	$ 123,151,670	$ 124,933,410	$ 123,454,065	$ 123,454,065	$ 73,498,156	$ 86,649,586
TOTAL CITY FINANCIAL RESOURCES	**$ 204,488,170**	**$ 204,763,170**	**$ 210,114,368**	**$ 211,626,480**	**$ 210,988,480**	**$ 132,877,417**	**$ 166,882,304**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
REVENUE DETAIL

	REVENUE SUMMARY BY FUND	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
GENERAL FUND								
LOCAL TAXES								
4010	SALES AND USE TAX	$ 32,946,700	$ 32,946,700	$ 36,040,810	$ 33,962,000	$ 33,962,000	$ 26,814,542	$ 34,760,000
4011	SALES AND USE TAX (REBATE)	-	-	-	-	-	-	-
4020	PSAF	7,500	7,500	6,110	7,500	7,500	6,645	10,000
4021	COPS	120,000	120,000	140,761	130,000	130,000	148,747	167,000
4022	FRANCHISES	1,883,200	1,883,200	1,704,911	1,925,000	1,925,000	72,810	1,600,000
4023	DOCUMENTARY TRANSFER TAX	200,000	200,000	579,220	250,000	250,000	121,478	167,000
4024	TRANSIENT OCCUPANCY TAX	1,106,400	1,106,400	981,291	1,100,000	1,100,000	715,987	979,000
4025	PROPERTY TAX-1%	1,641,580	1,641,580	(116,666)	-	-	-	-
4025.01	PROPERTY TAX - SECURED & UNSECURED	-	-	2,445,256	1,684,850	1,684,850	1,391,433	1,902,000
4025.02	PROPERTY TAX - PRIOR YEARS	-	-	(1,922)	1,000	1,000	(2,462)	(4,000)
4025.03	PROPERTY TAX - SUPPLEMENT ROLL PRIOR YEAR	-	-	1,570	2,000	2,000	-	-
4025.06	PROPERTY TAX - INTEREST, PENALTIES AND DELINQUENT TAXES	-	-	20,766	20,000	20,000	12,750	18,000
4025.07	PROP TAX - HOMEOWNER PROP TAX RELIEF	-	-	11,144	10,000	10,000	1,422	2,000
4027.02	PROPERTY TAX- PASS THROUGH	500,000	500,000	558,823	530,000	530,000	341,198	467,000
	LOCAL TAXES TOTAL	$ 38,405,380	$ 38,405,380	$ 42,372,073	$ 39,622,350	$ 39,622,350	$ 29,624,549	$ 40,068,000
LICENSES & PERMITS								
4029	MOTOR VEHICLE IN-LIEU TAX	$ 300	$ 300	$ 237	$ 300	$ 300	$ 217	$ 300
4110	SALVAGE FEES & LICENSES	230,000	230,000	240,282	200,000	200,000	152,859	209,000
4120	BUILDING PERMITS	-	-	1,834,169	2,125,000	2,125,000	667,121	1,026,000
4120.01	MECHANICAL PERMITS	-	-	64,968	83,000	83,000	19,487	30,000
4120.02	PLUMBING PERMITS	-	-	56,606	72,000	72,000	18,934	30,000
4120.03	ELECTRICAL PERMITS	-	-	185,038	225,000	225,000	65,071	101,000
4120.04	STATE GREEN BUILDING FEE	-	-	315	1,500	1,500	1,488	3,000
4120.05	STATE STRONG MOTION FEE	-	-	2,031	500	500	9,515	15,000
4120.06	SEWER PERMITS	-	-	-	-	-	214	400
4122	MISCELLANEOUS FEES	-	-	11,120	25,000	25,000	10,565	17,000
4125	BUILDING PERMIT INSPECTION FEE	1,000,000	1,000,000	(164,872)	-	-	-	-
4130	INSPECTIONS, FEES & PLANS	300,000	300,000	211,073	250,000	250,000	196,672	269,000
4130.01	EXEMPTION FEES	-	-	-	-	-	(9,795)	(14,000)
4140.01	REFUSE COLLECTION REVENUE	16,580,560	16,580,560	18,013,905	16,945,300	16,945,300	12,113,715	16,556,000
4140.02	REFUSE COLLECTION REVENUE	(14,922,500)	(14,922,500)	(17,013,325)	(15,250,770)	(15,250,770)	(11,047,199)	(14,900,400)
4150	MOTOR VEHICLE LICENSES	70,000	70,000	77,212	80,000	80,000	42,847	59,000
	LICENSES & PERMITS TOTAL	$ 3,258,360	$ 3,258,360	$ 3,518,759	$ 4,756,830	$ 4,756,830	$ 2,241,708	$ 3,401,300
FINES & FORFEITURES								
4200	FINES AND FORFEITURES	$ 250,000	$ 250,000	$ 206,375	$ 180,000	$ 180,000	$ 179,086	$ 245,000
4201	PARKING CITATION FINES	120,000	120,000	189,860	150,000	150,000	152,490	209,000
4202	VEHICLE IMPOUND/STORAGE F	25,000	25,000	36,350	30,000	30,000	20,700	29,000
4203	CODE VIOLATION CITATIONS	10,000	10,000	5,382	10,000	10,000	3,657	5,000
4204	BIN IMPOUND FEES	7,500	7,500	4,980	7,500	7,500	-	-
	FINES & FORFEITURES TOTAL	$ 412,500	$ 412,500	$ 442,947	$ 377,500	$ 377,500	$ 355,933	$ 488,000
INTEREST INCOME								
4300.01	BANK INTEREST INCOME	$ 15,000	$ 15,000	$ 251	$ 10,000	$ 10,000	$ 11	$ 1,000
4300.02	INTEREST INCOME	1,000,000	1,000,000	573,461	600,000	600,000	870,969	1,191,000
4300.03	INTEREST INCOME- WELLS CAPITAL	10,000,000	10,000,000	8,690,449	8,000,000	8,000,000	7,443,553	11,445,000
4305	INTERFUND INTEREST INCOME	-	-	3,712,170	4,209,360	4,209,360	-	3,687,948
	INTEREST INCOME TOTAL	$ 11,015,000	$ 11,015,000	$ 12,976,330	$ 12,819,360	$ 12,819,360	$ 8,314,533	$ 16,324,948

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
REVENUE DETAIL

	REVENUE SUMMARY BY FUND	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
OTHER REVENUES								
4340	RENTAL INCOME	$ 2,294,000	$ 2,294,000	$ 2,369,469	$ 2,385,000	$ 2,385,000	$ 1,779,800	$ 1,800,000
4350	CONTRIBUTIONS	-	-	-	-	-	-	-
4355	OTHER INCOME	100,000	100,000	1,560,875	100,000	100,000	589,184	806,000
4360	LEASE REV- 2010 REFUND BOND	373,150	373,150	373,144	373,150	373,150	-	373,150
4415	OPEB - REIMBURSEMENT	-	-	653,626	-	-	579,992	793,000
4425	REIMBURSEMENTS	-	-	743,462	50,000	50,000	50	1,000
4427	REIMBURSEMENTS FROM SA	-	-	-	564,100	564,100	4,172,956	-
4430	REFUNDS	15,000	15,000	48,212	15,000	15,000	2,973	5,000
4432	SA IUDA ADMIN ALLOCATION	-	-	1,018,670	1,622,740	1,622,740	1,880,040	1,721,000
4500	PROPERTY SALES	-	-	772,278	-	-	-	-
4300.04	GAIN/LOSS	-	-	-	-	-	-	(500,000)
4600	FUEL SALES	145,000	145,000	-	-	-	-	-
	OTHER REVENUES TOTAL	$ 2,927,150	$ 2,927,150	$ 7,539,735	$ 5,109,990	$ 5,109,990	$ 9,004,995	$ 4,999,150
	TOTAL GENERAL FUND	**$ 56,018,390**	**$ 56,018,390**	**$ 66,849,845**	**$ 62,686,030**	**$ 62,686,030**	**$ 49,541,719**	**$ 65,281,398**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
REVENUE DETAIL

	REVENUE SUMMARY BY FUND	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
SPECIAL REVENUE FUNDS								
GAS TAX FUND								
4300.01	INTEREST INCOME	$ 100	$ 100	$ -	$ 100	$ 100	$ -	$ 100
4355	OTHER INCOME	-	-	-	-	-	-	-
4401	GAS TAX-2106	6,385	6,385	6,270	6,315	6,315	4,156	7,000
4402	GAS TAX-2107	3,385	3,385	3,185	3,220	3,220	1,897	3,000
4403	GAS TAX-2107.5	8,745	8,745	1,000	1,000	1,000	1,000	2,000
4404	GAS TAX-2103	5,125	5,125	1,756	4,410	4,410	1,169	2,000
4416	TRANSPORTATION LOAN REPAYMENT	-	-	513	-	-	509	1,000
4418	RMRA SECTION 2032	-	-	1,687	3,085	3,085	5,700	9,000
	GAS TAX TOTAL	$ 23,740	$ 23,740	$ 14,411	$ 18,130	$ 18,130	$ 14,432	$ 24,100
MEASURE R TAXES								
4405	MEASURE R TAXES	$ 5,000	$ 5,000	$ 5,111	$ 5,000	$ 5,000	$ 4,213	$ 7,000
	MEASURE R TOTAL	$ 5,000	$ 5,000	$ 5,111	$ 5,000	$ 5,000	$ 4,213	$ 7,000
PROP A TAXES								
4300.01	INTEREST INCOME	$ 5,000	$ 5,000	$ 1,756	$ 1,000	$ 1,000	$ 87	$ 1,000
4300.02	INVESTMENT INTEREST INCOME	500	500	28,167	500	500	28,676	39,000
4406	PROP A TAXES	8,000	8,000	8,226	8,500	8,500	6,767	10,000
4411	PROP A (EXCHANGE)	250,000	525,000	587,500	-	-	275,000	-
	PROP A TOTAL	$ 263,500	$ 538,500	$ 625,650	$ 10,000	$ 10,000	$ 310,530	$ 50,000
PROP C TAXES								
4300.01	INTEREST INCOME	$ 10	$ 10	$ 6	$ 10	$ 10	$ -	$ 10
4407	PROP C TAXES	7,000	7,000	6,444	7,000	7,000	5,613	9,000
4408	PROP C GRANT FUNDS	-	-	-	-	-	-	-
	PROP C TOTAL	$ 7,010	$ 7,010	$ 6,450	$ 7,010	$ 7,010	$ 5,613	$ 9,010
AQMD GRANT								
4401	AQMD GRANT	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	AQMD TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MEASURE M								
4412	MEASURE M TAXES	$ 5,000	$ 5,000	$ 4,631	$ 5,000	$ 5,000	$ 4,740	$ 8,000
	MEASURE M TOTAL	$ 5,000	$ 5,000	$ 4,631	$ 5,000	$ 5,000	$ 4,740	$ 8,000
GRANT FUND								
4004.02	TIGER FEDERAL GRANT	$ 6,388,570	$ 6,388,570	$ -	$ -	$ -	$ -	$ -
4004.03	Federal Grant - Azusa Ave Bridge Painting	-	-	270,415	-	-	-	-
4408.01	LACMTA PROP C GRANT	6,043,010	6,043,010	5,292,137	5,261,490	5,261,490	-	-
	GRANT TOTAL	$ 12,431,580	$ 12,431,580	$ 5,562,552	$ 5,261,490	$ 5,261,490	$ -	$ -
	TOTAL SPECIAL REVENUE FUNDS	**12,735,830**	**13,010,830**	**6,218,804**	**5,306,630**	**5,306,630**	**339,528**	**98,110**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
REVENUE DETAIL

	REVENUE SUMMARY BY FUND	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
ENTERPRISE FUNDS								
IPHMA								
4300.02	INVESTMENT INTEREST INCOME	$ 600	$ 600	$ 449	$ 600	$ 600	$ 82	$ 200
4340	RENTAL INCOME	216,200	216,200	210,450	210,200	210,200	136,639	252,000
4355	OTHER INCOME	-	-	-	-	-	45,805	-
	IPMHA TOTAL	$ 216,800	$ 216,800	$ 210,899	$ 210,800	$ 210,800	$ 182,527	$ 252,200
CARB								
4414	CARB FUND	$ -	$ -	$ 139,727	$ -	$ -	$ 140,531	$ 150,000
	CARB FUND TOTAL	$ -	$ -	$ 139,727	$ -	$ -	$ 140,531	$ 150,000
IPUC -ELECTRICITY								
4103	ELECTRICITY SALES	$ 4,470,000	$ 4,470,000	$ -	$ -	$ -	$ -	$ -
4103.01	ELECTRICITY SALE - LARGE COMMERCIAL	-	-	3,516,302	3,630,000	3,630,000	2,537,183	3,901,000
4103.02	ELECTRICITY SALES - ;ARGE GENERAL SERVICES	-	-	841,615	872,900	872,900	573,265	784,000
4103.03	ELECTRICITY SALES - SMALL COMMERCIAL	-	-	88,351	90,000	90,000	51,396	71,000
4103.04	ELECTRICITY SALES - RESIDENTIAL	-	-	13,807	14,500	14,500	10,249	15,000
4104	METER SERVICE CHARGE	34,500	34,500	-	30,000	30,000	-	-
4300.01	INTEREST INCOME	-	-	-	-	-	-	-
4300.02	INVESTMENT INTEREST INCOME	20,000	20,000	111,782	50,000	50,000	155,409	170,000
4355	OTHER INCOME	-	-	-	-	-	51,935	71,000
5000	SOLAR PROJECT ENERGY REVENUES	800,000	800,000	638,275	800,000	800,000	596,887	694,000
	IPUC - ELECTRIC TOTAL	$ 5,324,500	$ 5,324,500	$ 5,210,131	$ 5,487,400	$ 5,487,400	$ 3,976,324	$ 5,706,000
CRIA								
4300.01	BANK INTEREST INCOME	$ 10	$ 10	$ 2	$ 10	$ 10	$ -	$ 10
4300.02	INVESTMENT INTEREST	600	600	1,775	1,200	1,200	1,610	3,000
	CRIA TOTAL	$ 610	$ 610	$ 1,777	$ 1,210	$ 1,210	$ 1,610	$ 3,010
EXPO SPEEDWAY								
8142	BAR SALES	$ 68,075	$ 68,075	$ 47,030	$ 53,030	$ 53,030	$ 32,183	$ 50,000
8165	CONCESSION SALES	63,960	63,960	40,455	42,465	42,465	25,352	40,800
8156	VENDOR FEE	1,360	1,360	1,134	1,280	1,280	684	1,200
8157	PARKING FEES	22,170	22,170	17,688	19,725	19,725	10,295	17,400
4440	MISCELLANEOUS INCOME	2,850	2,850	1,131	2,100	2,100	2,887	1,200
4510	MERCHANDISE INCOME	12,890	12,890	8,347	9,585	9,585	-	6,300
8140	RIDER PRIZE MONEY	40,465	40,465	38,803	39,140	39,140	11,343	31,100
8149	BACK GATE ADMISSION- SPEEDWAY	-	-	-	-	-	-	-
8150	SPEEDWAY - GENERAL ADMISSION	71,070	71,070	72,986	69,495	69,495	39,010	74,900
8179	SPEEDWAY SPONSORSHIPS	34,965	34,965	39,070	40,315	40,315	-	19,600
	EXPO SPEEWAY TOTAL	$ 317,805	$ 317,805	$ 266,644	$ 277,135	$ 277,135	$ 121,754	$ 242,500

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
REVENUE DETAIL

	REVENUE SUMMARY BY FUND	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
EXPO BANQUET								
8141	BANQUET RENTALS	$ 305,270	$ 305,270	$ 323,988	$ 297,995	$ 297,995	$ 223,146	$ 368,000
8142	BAR SALES	284,825	284,825	306,526	284,470	284,470	213,051	342,100
8156	VENDOR FEES	30	30	-	100	100	-	-
8164	SECURITY REVENUE	57,730	57,730	50,955	53,655	53,655	33,560	55,700
8165	CONCESSION SALES	4,055	4,055	18,956	20,845	20,845	11,460	19,500
8168	EQUIPMENT RENTAL - BANQUET	2,890	2,890	2,229	2,230	2,230	1,808	2,900
8180	RENTER CERT OF INSURANCE	-	-	-	-	-	-	-
8189	BANQUET TULIP INS	14,900	14,900	14,200	13,440	13,440	9,500	16,300
4440	MISCELLANEOUS INCOME	930	930	112	495	495	1,402	1,500
	EXPO BANQUET TOTAL	$ 670,630	$ 670,630	$ 716,965	$ 673,230	$ 673,230	$ 493,927	$ 806,000
EXPO GRAND ARENA								
8142	BAR SALES	$ 264,360	$ 264,360	$ 531,131	$ 451,090	$ 451,090	$ 234,699	$ 568,300
8164	SECURITY REVENUE	35,865	35,865	99,654	63,410	63,410	61,694	138,600
8165	CONCESSION SALES	123,795	123,795	121,557	104,165	104,165	94,846	159,200
8168	EQUIPMENT RENTAL - BANQUET	9,150	9,150	8,370	9,150	9,150	17,974	20,300
4444	MISCELLANEOUS ARENA INCOME	1,250	1,250	4,030	1,495	1,495	12,000	7,300
8035	SHOW BARN STALL RENTAL	34,150	34,150	46,754	46,410	46,410	23,415	47,200
8042	LIGHTING	11,565	11,565	20,499	17,135	17,135	14,364	26,500
8044	AUDIO/VIDEO TECH SUPPORT	4,885	4,885	7,255	6,515	6,515	4,156	5,400
8045	RV PARKING	9,055	9,055	10,820	12,890	12,890	8,515	13,300
8046	GROUND PREP FEE	655	655	1,625	1,550	1,550	2,308	3,400
8151	ARENA RENTALS	79,835	79,835	159,935	128,625	128,625	127,064	232,600
8153	SHAVINGS SALES	4,665	4,665	5,700	5,180	5,180	5,662	7,800
8155	CLEAN UP & TEAR DOWN FEES	4,560	4,560	4,620	2,750	2,750	4,490	8,100
8156	VENDOR FEE	8,610	8,610	23,075	12,040	12,040	11,484	25,800
8157	PARKING FEES	86,020	86,020	152,800	154,590	154,590	131,582	194,500
8158	OUTDOOR ARENA	3,045	3,045	5,800	3,990	3,990	3,900	7,900
8225	OUTSIDE SERVICE ARENA	-	-	-	-	-	-	13,300
8167	FEED SALES	465	465	-	-	-	-	-
	EXPO GRAND ARENA TOTAL	$ 681,930	$ 681,930	$ 1,203,625	$ 1,020,985	$ 1,020,985	$ 758,154	$ 1,479,500
EXPO ADMINISTRATIVE ACCOUNT								
4440	MISCELLANEOUS INCOME	$ 9,240	$ 9,240	$ 11,303	$ 9,580	$ 9,580	$ 9,133	$ 13,900
	EXPO ADMINISTRATIVE TOTAL	$ 9,240	$ 9,240	$ 11,303	$ 9,580	$ 9,580	$ 9,133	$ 13,900
	TOTAL EXPO CENTER	$ 1,679,605	$ 1,679,605	$ 2,198,537	$ 1,980,930	$ 1,980,930	$ 1,382,968	$ 2,541,900

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
REVENUE DETAIL

REVENUE SUMMARY BY FUND		ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
IPUC - RECLAIMED WATER								
4115	RECLAIMED WATER SALES	$ 1,200,000	$ 1,200,000	$ 1,313,703	$ 1,300,000	$ 1,300,000	$ 571,786	$ 1,404,000
4300.02	INVESTMENT INTEREST INCOME	20,000	20,000	75,801	50,000	50,000	95,267	131,000
4355	OTHER INCOME	5,000	5,000	2,637	5,000	5,000	2,637	3,000
	IPUC - RECLAIMED WATER TOTAL	$ 1,225,000	$ 1,225,000	$ 1,392,141	$ 1,355,000	$ 1,355,000	$ 669,690	$ 1,538,000
IPUC - PORTABLE WATER								
4000	WATER SALE	$ 1,250,000	$ 1,250,000	$ 1,226,640	$ 1,317,750	$ 1,317,750	$ 483,313	$ 1,239,000
4001	SERVICE CHARGES	600,000	600,000	607,693	600,000	600,000	241,772	618,600
4002	CUSTOMER CHARGES	21,000	21,000	111,322	21,000	21,000	8,215	21,000
4003	FIRE SERVICES DC CHARGES	88,100	88,100	10,823	88,000	88,000	37,331	105,000
4440	MISCELLANEOUS INCOME	27,500	27,500	41,316	30,000	30,000	19,449	42,500
	IPUC - PORTABLE WATER TOTAL	$ 1,986,600	$ 1,986,600	$ 1,997,793	$ 2,056,750	$ 2,056,750	$ 790,079	$ 2,026,100
	TOTAL ENTERPRISE FUNDS	**$ 10,433,115**	**$ 10,433,115**	**$ 11,151,005**	**$ 11,092,090**	**$ 11,092,090**	**$ 7,143,728**	**$ 12,217,210**
CAPITAL IMPROVEMENTS FUND								
CITY CAPITAL IMPROVEMENTS								
4300.01	BANK INTEREST INCOME	$ 1,500	$ 1,500	$ -	$ 1,500	$ 1,500	$ -	$ -
4300.02	INVESTMENT INTEREST INCOME	3,000	3,000	18,376	5,000	5,000	27,386	37,000
4300-03	US BANK INTEREST INCOME	300,000	300,000	274,333	500,000	500,000	2,302,128	3,070,000
4300-04	GAIN/LOSS	-	-	-	-	-	-	(500,000)
4307	SA IUDA BOND REIMBURSEMENT	1,185,075	1,185,075	-	7,927,365	7,927,365	-	-
	TOTAL CAPITAL IMPROVEMENTS FUND	**$ 1,489,575**	**$ 1,489,575**	**$ 292,709**	**$ 8,433,865**	**$ 8,433,865**	**$ 2,329,514**	**$ 2,607,000**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
REVENUE DETAIL

REVENUE SUMMARY BY FUND		ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
FIDUCIARY FUNDS								
91-1 TAX ASSESSMENT								
4300.01	INTEREST INCOME	$ 300	$ 300	$ 379	$ 300	$ 300	$ 1,028	$ 2,000
4300.02	INVESTMENT INTEREST INCOME	10,000	10,000	19,222	10,500	10,500	16,702	19,000
4300.03	US BANK INTEREST INCOME	100	100	13,447	5,000	5,000	7,044	8,000
4026	PROPERTY TAX ASSESSMENT	649,190	649,190	635,548	638,000	-	-	-
	TOTAL 91-1 TAX ASSESSMENT	$ 659,590	$ 659,590	$ 668,596	$ 653,800	$ 15,800	$ 24,774	$ 29,000
	TOTAL FIDUCIARY FUNDS	**$ 659,590**	**$ 659,590**	**$ 668,596**	**$ 653,800**	**$ 15,800**	**$ 24,774**	**$ 29,000**
DEBT SERVICE FUNDS								
DEBT SERVICE PROPERTY TAX OVERRIDE								
4300.02	INTEREST INCOME	$ 2,000	$ 2,000	$ 18	$ 1,000	$ 1,000	$ 20	$ 100
4028.02	PROPERTY TAX OVERRIDE REVENUES PROJECT 1	33,394,125	33,394,125	36,905,230	35,596,500	35,596,500	27,056,083	38,236,000
4028.03	PROPERTY TAX OVERRIDE REVENUES PROJECT 2	8,250,135	8,250,135	8,976,547	9,072,200	9,072,200	7,058,088	10,705,000
4028.04	PROPERTY TAX OVERRIDE REVENUES PROJECT 3	5,428,040	5,428,040	5,483,580	5,796,500	5,796,500	4,520,231	6,588,000
	TAX OVERRIDE TOTAL	$ 47,074,300	$ 47,074,300	$ 51,365,375	$ 50,466,200	$ 50,466,200	$ 38,634,421	$ 55,529,100
CITY DEBT SERVICE								
4028.20	PROPERTY TAX REVENUES PROJECT 2	$ 350,600	$ 350,600	$ -	$ -	$ -	$ -	$ -
4028.30	PROPERTY TAX REVENUES PROJECT 3	680,100	680,100	-	-	-	-	-
4028.40	PROPERTY TAX REVENUES PROJECT 4	239,600	239,600	-	-	-	-	-
4038.10	PROPERTY TAX REVENUE RP# 1 CITY D/S (TAX OVERRIDE) U S BANK	2,510,000	2,510,000	2,159,284	2,560,200	2,560,200	2,282,000	2,282,000
4038.20	PROPERTY TAX REVENUE RP# 2 CITY D/S (TAX OVERRIDE) U S BANK	-	-	333,249	357,500	357,500	413,000	413,000
4038.30	PROPERTY TAX REVENUE RP# 3 CITY D/S (TAX OVERRIDE) U S BANK	-	-	534,942	693,700	693,700	670,000	670,000
4038.40	PROPERTY TAX REVENUE RP# 4 CITY D/S (TAX OVERRIDE) U S BANK	-	-	309,043	244,400	244,400	266,000	266,000
4038.50	PROPERTY TAX REVENUE TD#1 CITY D/S (TAX OVERRIDE) U S BANK	9,374,600	9,374,600	9,954,918	9,562,100	9,562,100	10,262,000	10,262,000
4300.01	BANK INTEREST INCOME	100	100	108	100	100	115	200
4300.02	INVESTMENT INTEREST INCOME	100,000	100,000	41,217	20,000	20,000	27,474	37,000
4300.03	US BANK INTEREST INCOME	10,000	10,000	112,791	100,000	100,000	436,727	583,000
	CITY DEBT SERVICE TOTAL	$ 13,265,000	$ 13,265,000	$ 13,445,550	$ 13,538,000	$ 13,538,000	$ 14,357,315	$ 14,513,200
IPFA								
4300.03	US BANK INTEREST INCOME	$ 5,000,000	$ 5,000,000	$ 3,156,643	$ 500,000	$ 500,000	$ 2,504,283	$ 3,340,000
4300.04	GAIN/LOSS	-	-	-	-	-	-	(200,000)
4307	INTEREST INCOME SA IUDA BOND	56,874,670	56,874,670	56,032,693	58,012,165	58,012,165	17,066,040	12,529,586
4420	LEASE INCOME	937,700	937,700	933,149	937,700	937,700	936,096	937,700
	IPFA TOTAL	$ 62,812,370	$ 62,812,370	$ 60,122,485	$ 59,449,865	$ 59,449,865	$ 20,506,419	$ 16,607,286
	TOTAL DEBT SERVICE FUNDS	**$ 123,151,670**	**$ 123,151,670**	**$ 124,933,410**	**$ 123,454,065**	**$ 123,454,065**	**$ 73,498,156**	**$ 86,649,586**
	TOTAL CITY FINANCIAL RESOURCES REVENUES	**$ 204,488,170**	**$ 204,763,170**	**$ 210,114,368**	**$ 211,626,480**	**$ 210,988,480**	**$ 132,877,417**	**$ 166,882,304**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
SUMMARY OF EXPENDITURES

	SUMMARY OF EXPENDITURES	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
GENERAL FUND								
ADMINISTRATIVE								
501	CITY COUNCIL	$ 373,820	$ 373,820	$ 319,295	$ 381,940	$ 356,940	$ 263,849	$ 380,975
502	CITY CLERK	251,110	329,160	291,583	404,105	276,615	160,616	144,445
503	CITY MANAGER	815,125	830,125	1,119,869	998,155	1,057,185	836,171	1,195,120
507	CENTRAL SERVICES	1,956,400	1,956,400	1,733,609	1,720,900	1,804,100	1,559,106	2,088,000
508	HUMAN RESOURCES	733,590	9,299,930	9,486,465	673,655	692,755	947,000	725,200
515	NON-DEPARTMENTAL	3,500,000	3,500,000	(796)	-	-	-	-
520	CITY ATTORNEY	1,500,000	1,500,000	1,630,175	1,570,000	1,590,000	1,481,623	2,026,000
528	LEGISLATIVE	620,000	680,000	450,403	145,000	208,500	90,135	183,500
556	IUDA- ADMINISTRATIVE EXPENSES	-	-	7,384	1,622,740	1,622,740	726,256	880,900
	ADMINSTRATION TOTAL	9,750,045	18,469,435	15,037,988	7,516,495	7,608,835	6,064,756	7,624,140
COMMUNITY SUPPORT & REGIONAL IMPROVEMENTS								
621	COMMUNITY PROMOTION	2,086,605	2,061,605	1,362,655	1,685,000	1,685,000	917,051	1,564,000
620	EL ENCANTO	326,800	346,800	294,641	335,100	1,285,100	870,887	1,799,000
626	HOMESTEAD MUSEUM	2,110,900	2,175,900	1,681,730	1,778,900	1,824,900	1,221,947	1,772,075
	COMMUNITY SUPPORT & REGIONAL IMPROVEMENTS TOTAL	4,524,305	4,584,305	3,339,026	3,799,000	4,795,000	3,009,885	5,135,075
FINANCIAL SERVICES								
505	CITY TREASURER	1,312,270	1,486,720	1,356,384	1,195,710	653,590	529,550	541,740
506	FINANCE	1,057,770	1,127,770	1,461,973	1,307,195	1,658,995	1,102,317	1,785,045
525	INFORMATION TECHNOLOGY	618,070	1,077,084	1,105,851	1,444,760	864,560	343,651	604,000
	FINANCIAL SERVICES TOTAL	2,988,110	3,691,574	3,924,208	3,947,665	3,177,145	1,975,518	2,930,785
DEVELOPMENT SERVICES								
526	DEVELOPMENT SERVICES	864,955	1,897,495	1,352,530	2,425,415	681,415	447,919	1,788,810
527	FIELD OPERATIONS	514,005	1,014,005	668,226	809,660	546,660	287,423	-
504	ENGINEERING	23,220	23,220	4,896	-	-	-	310,800
509	PUBLIC WORKS ADMIN	102,500	102,500	900	-	-	900	-
521	PLANNING	1,109,380	1,794,441	1,953,693	1,302,890	1,584,890	1,224,988	1,674,700
601	PUBLIC SAFETY	10,244,815	10,244,815	10,311,007	10,620,975	10,596,775	7,041,272	10,789,330
622	PUBLIC WORKS/ENGINEERING	3,210,000	3,810,000	915,394	4,630,000	2,532,000	2,179,255	4,474,000
623	STREETS AND ROADS	4,081,500	4,081,500	4,446,653	3,250,000	2,464,000	1,363,345	1,340,500
624	CONTRACTED SERVICES	5,241,500	4,864,375	3,874,784	4,960,000	3,960,000	2,874,871	4,045,000
625	CIVIC FINANCIAL CENTER	5,430,600	6,073,408	5,873,956	4,233,000	4,150,000	2,188,003	3,667,400
627	INDUSTRY HILLS	381,200	412,533	264,860	372,000	394,000	187,281	280,900
628	HABITAT & OPEN SPACE	612,515	992,515	1,019,881	1,010,600	1,010,600	676,063	730,600
	DEVELOPMENT SERVICES TOTAL	31,816,190	35,310,807	30,686,780	33,614,540	27,920,340	18,471,320	29,102,040
	GENERAL FUND TOTAL	$ 49,078,650	$ 62,056,121	$ 52,988,002	$ 48,877,700	$ 43,501,320	$ 29,521,479	$ 44,792,040

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
SUMMARY OF EXPENDITURES

	SUMMARY OF EXPENDITURES	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
SPECIAL REVENUE EXPENDITURES								
101	STREET IMPROVEMENTS	$ -	$ -	$ 13,527	$ 10,000	$ 10,000	$ 13,861	$ 24,000
102	MEAS R - PUBLIC TRANSIT	5,000	5,000	5,111	5,000	5,000	4,213	7,000
103	PROP A- PUBLIC TRANSIT	2,900,000	2,900,000	1,262,977	1,112,600	1,112,600	104,231	442,000
104	PROP C- PUBLIC TRANSIT	-	-	-	10,000	10,000	-	10,000
105	MEAS M - PUBLIC TRANSIT	-	-	2,655	5,000	5,000	6,716	11,000
106	AQMD GRANT	-	-	-	-	-	-	-
110	GRANT FUND	-	-	270,415	5,261,490	5,261,490	-	-
	SPECIAL REVENUES TOTAL	$ 2,905,000	$ 2,905,000	$ 1,554,684	$ 6,404,090	$ 6,404,090	$ 129,021	$ 494,000
INTERNAL SERVICES FUND								
320	FLEET REPLACEMENT FUND	$ 226,000	$ 226,000	$ -	$ 80,000	$ 80,000	$ 31,183	$ -
	INTERENAL SERVICE TOTAL	$ 226,000	$ 226,000	$ -	$ 80,000	$ 80,000	$ 31,183	$ -
ENTERPRISE FUNDS								
360	CIVIC RECREATIONAL INDUST AUTH	$ 330,675	$ 410,675	$ 551,321	$ 591,985	$ 591,985	$ 390,569	$ 527,400
361	CIVIC RECREATIONAL INDUST AUTH - EXPO CENTER	2,367,750	2,367,750	2,595,499	2,455,075	2,455,075	1,587,698	2,692,400
161	IPUC - ELECTRICITY	6,984,055	6,984,055	4,735,726	4,089,845	5,419,845	2,797,093	5,243,000
161	CITY ELECTRIC (METROLINK STATION)	250,100	250,100	143,328	210,000	210,000	136,513	368,000
560	IPUC - RECLAIMED WATER	1,139,295	1,139,295	657,779	871,505	871,505	199,103	679,300
561	IPUC - POTABLE WATER	2,001,950	2,001,950	1,473,208	2,111,035	2,111,035	957,464	2,167,600
160	IPHMA	579,975	749,975	398,161	661,145	1,155,145	798,354	571,240
165	CARB	-	-	-	-	-	-	100,000
	ENTERPRISE TOTAL	$ 13,653,800	$ 13,903,800	$ 10,555,022	$ 10,990,590	$ 12,814,590	$ 6,866,794	$ 12,348,940
CAPITAL IMPROVEMENTS FUNDS								
120	CITY CAPITAL IMPROVEMENTS	$ 36,571,725	$ 38,283,899	$ 33,599,771	$ 59,900,000	$ 25,217,000	$ 11,973,622	$ 70,522,000
	CAPITAL IMPROVEMENTS TOTAL	$ 36,571,725	$ 38,283,899	$ 33,599,771	$ 59,900,000	$ 25,217,000	$ 11,973,622	$ 70,522,000
FIDUCIARY FUNDS								
145	91-1 ASSESSMENT	$ 507,000	$ 507,000	$ 506,845	$ 509,400	$ 509,400	$ 509,699	$ 507,954
	FIDUCIARY TOTAL	$ 507,000	$ 507,000	$ 506,845	$ 509,400	$ 509,400	$ 509,699	$ 507,954
DEBT SERVICE FUNDS								
135	PROPERTY TAX OVERRIDE DEBT PAYMENTS	$ -	$ -	$ -	$ -	$ -	$ -	$ -
140	CITY DEBT SERVICE	41,615,990	41,615,990	42,176,551	41,363,795	41,356,391	$ 41,327,108	41,327,308
440	INDUSTRY PUBLIC FACILITIES AUTHORITY	85,323,540	85,323,540	109,582,916	108,477,365	108,477,365	$ 117,531,583	113,584,536
	DEBT SERVICES TOTAL	$ 126,939,530	$ 126,939,530	$ 151,759,467	$ 149,841,160	$ 149,833,756	$ 158,858,691	$ 154,911,844
	TOTAL CITY EXPENDITURES	**$ 229,881,705**	**$ 244,821,350**	**$ 250,963,790**	**$ 276,602,940**	**$ 238,360,156**	**$ 207,890,489**	**$ 283,576,778**

Schedule of Transfers

City of Industry | FY 2019/20 Proposed Budget

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
SCHEDULE OF TRANSFERS
FISCAL YEAR 2019-2020

		TRANSFERS IN	TRANSFERS OUT
1)	CRIA - EXPO CENTER	150,500.00	
	CRIA- CAPITAL PROJECTS		(150,500.00)
2)	CRIA- CAPITAL PROJECTS	677,900.00	
	CITY GENERAL FUND		(677,900.00)
3)	CITY- IPHMA	319,040.00	
	CITY GENERAL FUND		(319,040.00)
4)	CITY- CAPITAL PROJECT FUND	1,400,000.00	
	CITY GENERAL FUND		(1,400,000.00)
5)	CITY DEBT SERVICE	34,760,000.00	(7,578,000.00)
	CITY GENERAL FUND	7,578,000.00	(34,760,000.00)
6)	PUBLIC FACILITIES AUTHORITY	55,544,000.00	
	CITY DEBT SERVICE		(55,529,000.00)
	CITY GENERAL FUND		(15,000.00)
		100,429,440.00	**(100,429,440.00)**

Administrative Services Department

City of Industry | FY 2019/20 Proposed Budget

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
CITY COUNCIL EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
CITY COUNCIL								
5011	BOARD SALARIES	$ 120,525	$ 120,525	$ 115,558	$ 125,350	$ 125,350	$ 92,709	$ 124,125
5016	CALPERS - EMPLOYER	8,950	8,950	8,618	9,300	9,300	6,656	9,225
5020	CALPERS - EMPLOYEE	9,775	9,775	-	10,175	10,175	-	10,075
5039	PARS - EMPLOYER	7,825	7,825	8,378	8,150	8,150	5,423	8,075
5026	EPMC	8,425	8,425	-	8,775	8,775	-	8,700
5027	MEDICARE	1,750	1,750	1,675	1,825	1,825	1,344	1,800
5028	LIFE INSURANCE	9,980	9,980	11,812	9,980	9,980	8,304	9,980
5037	AD&D	250	250	256	250	250	180	250
5631	WORKERS COMPENSATION	4,225	4,225	3,561	4,375	4,375	5,878	4,350
5041	1959 SURVIVORS BENEFIT	-	-	121	-	-	400	600
5030	STATE UNEMPLOYMENT	900	900	1,598	900	900	1,233	900
5038	LONG TERM CARE	3,120	3,120	3,490	3,120	3,120	2,534	3,120
5032	STATE EMPLOYMENT & TRAINING TAX	25	25	43	25	25	33	25
5017	MEDICAL PREMIUMS	97,930	97,930	96,430	92,165	92,165	76,879	115,425
5017.02	MEDICAL REIMBURSEMENTS	20,000	20,000	22,167	20,000	20,000	20,000	20,000
5033	DENTAL PREMIUMS	6,920	6,920	6,842	7,330	7,330	5,414	8,505
5034	VISION PREMIUMS	1,720	1,720	1,694	1,720	1,720	1,296	1,720
5013	TELEPHONE	-	-	2,281	-	-	2,089	3,600
5018	OFFICE SUPPLIES	-	-	28	-	-	-	-
5021	DUES,SUBSCRIPTION, BOOKS,	21,000	21,000	21,737	25,000	25,000	22,177	31,000
5025	MISCELLANEOUS	1,500	1,500	-	1,500	1,500	-	1,500
5570	PRINTING/PHOTOGRAPHS	2,000	2,000	-	2,000	2,000	-	2,000
5610	TRAVEL AND MEETINGS	47,000	47,000	13,006	50,000	25,000	11,300	16,000
	TOTAL	**$ 373,820**	**$ 373,820**	**$ 319,295**	**$ 381,940**	**$ 356,940**	**$ 263,849**	**$ 380,975**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
CITY CLERK EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
CITY CLERK								
5001	SALARIES	$ 119,580	$ 137,630	$ 131,943	$ 195,780	$ 88,290	$ 90,676	$ 65,340
5001.01	SALARIES - REIMBURSEMENT FROM IUDA	(51,220)	(51,220)	-	-	-	-	-
5016	CALPERS - EMPLOYER	96,615	96,615	97,844	23,770	23,770	9,774	5,065
5020	CALPERS - EMPLOYEE	-	-	10,322	15,720	15,720	6,156	5,285
5039	PARS- EMPLOYER	-	-	-	4,290	4,290	-	4,245
5026	EPMC	9,565	9,565	-	15,660	15,660	-	5,225
5027	MEDICARE	2,060	2,060	1,913	3,445	3,445	1,352	1,330
5028	LIFE INSURANCE	1,120	1,120	1,121	2,240	2,240	1,481	1,120
5037	AD & D	25	25	24	50	50	32	25
5631	WORKERS COMPENSATION	4,185	4,185	2,849	6,850	6,850	1,581	2,285
5041	1959 SURVIVORS BENEFIT	-	-	24	-	-	86	200
5030	STATE UNEMPLOYEMENT	180	180	280	360	360	546	360
5031	DISABILITY	-	-	581	-	-	122	200
5031.01	DISABILITY LONG TERM	850	850	194	1,390	1,390	848	465
5031.02	DISABILITY SHORT TERM	580	580	529	950	950	457	315
5038	LONG TERM CARE	660	660	662	1,320	1,320	497	660
5032	STATE EMPLOYEMENT & TRAINING TAX	5	5	-	10	10	14	10
5017	MEDICAL PREMIUMS	22,335	22,335	21,568	42,040	42,040	23,466	26,325
5017.02	MEDICAL REIMBURSEMENTS	4,000	4,000	4,000	8,000	8,000	6,000	4,000
5033	DENTAL PREMIUMS	1,625	1,625	1,601	3,440	3,440	2,551	1,995
5034	VISION PREMIUMS	395	395	440	790	790	462	395
5018	OFFICE SUPPLIES & POSTAGE	3,800	3,800	2,426	3,800	3,800	639	1,000
5021	DUES,SUBSCRIPTION, BOOKS,	1,000	1,000	9,832	12,000	12,000	10,006	14,000
5025	MISCELLANEOUS	1,000	1,000	-	1,000	1,000	-	-
5120.01	PROFESSIONAL SERVICES	-	60,000	-	20,000	-	-	-
5570	PRINTING & PHOTOGRAPHS	-	-	142	200	200	41	100
5610	TRAVEL AND MEETINGS	5,750	5,750	-	6,000	6,000	44	1,000
5640	ADVERTISING & PRINTING	27,000	27,000	3,288	10,000	10,000	436	3,000
5670	ELECTION EXPENSES	-	-	-	25,000	25,000	3,349	500
	TOTAL	**$ 251,110**	**$ 329,160**	**$ 291,583**	**$ 404,105**	**$ 276,615**	**$ 160,616**	**$ 144,445**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
CITY MANAGER EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
CITY MANAGER								
5001	SALARIES	$ 514,490	$ 514,490	$ 763,368	$ 508,965	$ 567,995	$ 483,957	$ 649,440
5001.01	SALARIES- REIMBURSEMENT FROM SA	(146,045)	(146,045)	-	-	-	-	-
5001.02	SALARIES - PART TIME	43,620	58,620	53,133	63,750	63,750	49,759	48,310
5016	CALPERS - EMPLOYER	38,675	38,675	24,127	61,905	61,905	50,328	74,755
5020	CALPERS - EMPLOYEE	41,300	41,300	6,227	46,020	46,020	28,769	56,020
5039	PARS - EMPLOYER	33,445	33,445	28,826	17,870	17,870	4,061	25,790
5026	EPMC	37,605	37,605	-	37,335	37,335	-	47,390
5010	CAR ALLOWANCE	7,200	7,200	6,979	7,200	7,200	5,400	7,200
5013.01	CELL PHONE ALLOWANCE	-	-	1,745	1,800	1,800	1,350	1,800
5027	MEDICARE	9,220	9,220	12,210	9,320	9,320	8,056	11,550
5028	LIFE INSURANCE	5,235	5,235	4,563	5,680	5,680	3,707	6,960
5037	AD & D	115	115	99	125	125	79	155
5631	WORKERS COMPENSATION	-	-	14,413	20,040	20,040	6,101	24,420
5041	1959 SURVIVORS BENEFIT	-	-	75	-	-	253	400
5040	PARS - ARS	1,640	1,640	1,993	2,390	2,390	1,536	1,820
5030	STATE UNEMPLOYMENT	1,260	1,260	1,686	1,260	1,260	2,601	1,260
5031	DISABILITY	-	-	2,232	-	-	-	-
5031.01	DISABILITY LONG TERM	3,650	3,650	272	3,610	3,610	2,877	4,615
5031.02	DISABILITY SHORT TERM	2,495	2,495	1,709	2,465	2,465	1,964	3,150
5038	LONG TERM CARE	3,900	3,900	2,560	4,035	4,035	2,171	4,420
5032	STATE EMPLOYMENT & TRAINING TAX	35	35	342	35	35	67	35
5017	MEDICAL PREMIUMS	69,240	69,240	51,738	61,025	61,025	46,793	89,860
5017.01	MEDICAL - REIMBURSEMENT FROM IUDA	13,600	13,600	-	-	-	-	-
5017.02	MEDICAL REIMBURSEMENT	-	-	11,400	14,400	14,400	14,800	17,000
5033	DENTAL PREMIUMS	4,510	4,510	2,927	4,510	4,510	4,429	5,570
5034	VISION PREMIUMS	1,180	1,180	762	1,105	1,105	703	1,200
5035	DEFERRED COMPENSATION	24,000	24,000	20,068	24,000	24,000	18,462	24,000
5665	TUITION REIMBURSEMENT	19,535	19,535	-	-	-	-	-
5013	TELEPHONE	720	720	-	740	740	423	600
5018	OFFICE SUPPLIES	3,000	3,000	1,887	3,070	3,070	569	2,000
5021	DUES & SUBSCRIPTIONS	60,000	60,000	70,098	60,000	60,000	83,173	62,000
5025	MISCELLANEOUS	1,500	1,500	3,711	2,500	2,500	3,707	1,000
5120.01	PROFESSIONAL SERVICES	10,000	10,000	16,377	15,000	15,000	500	9,200
5560	EQUIPMENT RENTAL	-	-	7,433	7,000	7,000	4,844	7,000
5562	OFFICE EQUIPMENT & FURNITURE	-	-	-	-	-	368	-
5570	PRINTING & PHOTOGRAPHS	-	-	44	1,000	1,000	137	200
5610	TRAVEL AND MEETINGS	10,000	10,000	6,865	10,000	10,000	4,227	6,000
	TOTAL	**$ 815,125**	**$ 830,125**	**$ 1,119,869**	**$ 998,155**	**$ 1,057,185**	**$ 836,171**	**$ 1,195,120**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
CENTRAL SERVICES EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
CENTRAL SERVICES								
5012	GENERAL INSURANCE AND BONDING	$ 472,400	$ 472,400	$ 255,971	$ 350,000	$ 350,000	$ 326,998	$ 447,000
5013	TELEPHONE	-	-	1,593	-	-	91	3,000
5018	OFFICE SUPPLIES	28,800	28,800	51,256	60,000	60,000	25,364	35,000
5021	DUES & SUBSCRIPTIONS	2,350	2,350	8,459	2,350	7,050	3,464	5,000
5025	MISCELLANEOUS	700	700	392	2,400	2,400	198	1,000
5062	BUILDING MAINTENANCE	126,800	126,800	142,333	130,000	130,000	114,223	157,000
5120.01	PROFESSIONAL SERVICES	-	-	109,953	-	-	16,142	18,000
5550	REPAIR AND MAINTENANCE EQUIPMENT	15,000	15,000	1,484	15,300	15,300	863	2,000
5560	EQUIPMENT RENTAL	15,000	15,000	27,303	30,000	30,000	16,571	23,000
5562	OFFICE EQUIPMENT & FURNITURE	-	-	578	-	-	-	-
5570	PRINTING & PHOTOGRAPHS	5,000	5,000	4,273	5,000	5,000	3,633	5,000
5610	TRAVEL AND MEETINGS	-	-	3,000	-	-	421	1,000
5620	VEHICLE EXPENSES	81,000	81,000	16,831	-	8,500	708	1,000
5695.04	COMPUTER SOFTWARE	-	-	30,000	-	-	-	-
5710	LEASE OBLIGATION-PFA	937,700	937,700	933,149	937,700	937,700	936,096	1,280,000
5730.01	UTILITIES - GAS	4,650	4,650	3,821	5,000	5,000	4,594	7,000
5730.02	UTILITIES - WATER	2,000	2,000	1,772	2,500	2,500	1,016	2,000
5730.03	UTILITIES - ELECTRIC	60,000	60,000	61,581	65,000	65,000	40,955	56,000
5815	INSURANCE CLAIMS - ADMINISTRATIVE	35,000	35,000	1,412	35,000	35,000	169	1,000
5820	INSURANCE CLAIMS	100,000	100,000	(40,577)	50,000	50,000	-	-
5900	GENERAL ENGINEERING	-	-	7,482	-	40,000	36,086	-
6070	REFUSE DISPOSAL-RESIDENTS	30,000	30,000	29,568	30,650	30,650	17,916	25,000
6085	PARKING CITATION	40,000	40,000	81,976	-	30,000	13,597	19,000
	TOTAL	**$ 1,956,400**	**$ 1,956,400**	**$ 1,733,609**	**$ 1,720,900**	**$ 1,804,100**	**$ 1,559,106**	**$ 2,088,000**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
HUMAN RESOURCES EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
HUMAN RESOURCES								
5001	SALARIES	$ 75,900	$ 75,900	$ 73,434	$ 89,880	$ 83,980	$ 71,402	$ 100,800
5001.01	SALARIES - REIMB. FROM SA	-	-	-	-	-	-	-
5001.02	SALARIES - PART TIME	39,930	39,930	27,176	26,270	26,270	15,396	30,900
5016	CALPERS - EMPLOYER	61,350	8,627,690	8,762,620	12,985	12,985	104,326	14,600
5020	CALPERS - EMPLOYEE	6,100	6,100	6,619	7,220	7,220	5,468	8,100
5026	EPMC	6,070	6,070	-	7,190	7,190	-	8,100
5027	MEDICARE	1,805	1,805	1,413	1,800	1,800	1,509	2,000
5028	LIFE INSURANCE	1,100	1,100	12,432	1,100	1,100	9,118	1,100
5037	AD & D	25	25	265	25	25	196	11,200
5631	WORKERS COMPENSATION	4,055	4,055	5,507	4,065	4,065	863	4,700
5041	1959 SURVIVORS BENEFIT	-	-	24	-	-	80	-
5040	PARS - ARS	1,495	1,495	-	985	985	577	1,000
5030	STATE UNEMPLOYMENT	360	360	716	360	360	499	400
5031	DISABILITY	-	-	366	-	-	-	-
5031.01	DISABILITY LONG TERM	540	540	185	640	640	399	800
5031.02	DISABILITY SHORT TERM	370	370	376	435	435	273	500
5038	LONG TERM CARE	535	535	41,196	535	535	29,788	36,100
5032	STATE EMPLOYMENT & TRAINING TAX	10	10	19	10	10	13	100
5017	MEDICAL PREMIUMS	8,590	8,590	10,832	8,085	8,085	7,993	10,200
5017.02	MEDICAL REIMBURSEMENTS	124,000	124,000	128,000	4,000	4,000	122,000	116,000
5017.03	POST EMPLOYMENT BENEFITS	350,695	350,695	339,818	464,100	464,100	254,991	311,900
5017.04	HRA TRUST RESERVES	-	-	-	-	-	285,276	-
5033	DENTAL PREMIUMS	420	420	23,509	450	450	16,978	26,900
5034	VISION PREMIUMS	140	140	6,872	140	140	4,721	6,400
5039	PARS - EMPLOYER	-	-	-	-	-	-	2,100
5013	TELEPHONE	-	-	-	-	-	-	-
5018	OFFICE SUPPLIES & POSTAGE	600	600	114	600	600	146	300
5021	DUES AND SUBSCRIPTIONS	5,200	5,200	1,659	5,310	5,310	3,500	5,000
5062	BUILDING MAINTENANCE	-	-	85	-	-	-	-
5120.01	PROFESSIONAL SERVICES	35,000	35,000	20,665	30,000	30,000	7,295	18,000
5120.02	LEGAL SERVICES	-	-	13,364	-	25,000	-	-
5560	EQUIPMENT RENTAL	3,400	3,400	4,092	3,470	3,470	3,214	5,000
5565	SMALL EQUIPMENT & SUPPLIES	-	-	1,790	-	-	-	-
5562	OFFICE EQUIPMENT & FURNITURE	-	-	1,080	-	-	905	-
5570	PRINTING/PHOTOGRAPHS	900	900	-	1,000	1,000	-	1,000
5610	TRAVEL & MEETINGS	2,000	2,000	2,237	2,000	2,000	74	1,000
5640	ADVERTISING & PRINTING	3,000	3,000	-	1,000	1,000	-	1,000
	TOTAL	$ 733,590	$ 9,299,930	$ 9,486,465	$ 673,655	$ 692,755	$ 947,000	$ 725,200

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
NON-DEPARTMENTAL EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
NON-DEPARTMENTAL								
5017	MEDICAL PREMIUMS	$ -	$ -	$ (796)	$ -	$ -	$ -	$ -
5120.01	PROFESSIONAL SERVICES	3,500,000	3,500,000	-	-	-	-	-
	TOTAL	$ 3,500,000	$ 3,500,000	$ (796)	$ -		$ -	$ -

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
CITY ATTORNEY/LEGAL EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2013-14	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	ADOPTED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
CITY ATTORNEY/LEGAL								
5120.01	PROFESSIONAL SERVICES	$ 110,000	$ 110,000	$ 75,919	$ 110,000	$ 30,000	$ 14,011	$ 20,000
5120.02	LEGAL	1,380,000	1,380,000	1,554,256	1,450,000	1,550,000	1,467,612	2,006,000
5610	TRAVEL AND MEETINGS	10,000	10,000	-	10,000	10,000	-	-
	TOTAL	**$ 1,500,000**	**$ 1,500,000**	**$ 1,630,175**	**$ 1,570,000**	**$ 1,590,000**	**$ 1,481,623**	**$ 2,026,000**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
LEGISLATIVE EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2013-14	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	ADOPTED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
LEGISLATIVE								
5120.01	PROFESSIONAL SERVICES	$ 300,000	$ 360,000	$ 415,358	$ 135,000	$ 63,500	$ -	$ 63,500
5610	TRAVEL AND MEETINGS	10,000	10,000	-	10,000	10,000	-	-
5830	LEGAL	310,000	310,000	35,045	-	135,000	90,135	120,000
	TOTAL	**$ 620,000**	**$ 680,000**	**$ 450,403**	**$ 145,000**	**$ 208,500**	**$ 90,135**	**$ 183,500**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
SA - ADMINISTRATION

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2017-18	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
SUCCESSOR AGENCY - ADMINISTRATION								
5012	GENERAL INSURANCE	$ -	$ -	$ -	$ 50,000	$ 50,000	$ 37,339	$ 30,000
5018	OFFICE SUPPLIES & POSTAGE	-	-	-	20,000	20,000	-	-
5120.01	PROFESSIONAL SERVICES	-	-	-	120,000	120,000	48,208	190,000
5120.02	LEGAL SERVICES	-	-	-	520,000	520,000	447,320	596,500
5432	SA IUDA ADMIN EXPENSES	-	-	-	853,740	853,740	-	-
5740	PROPERTY TAXES AND ASSESSMENTS	-	-	-	50,000	50,000	165,930	37,000
8510	PROPERTY MAINTENANCE	-	-	7,384	-	-	20,459	27,400
9750	FISCAL AGENT FEES	-	-	-	9,000	9,000	7,000	-
	TOTAL	**$ -**	**$ -**	**$ 7,384**	**$ 1,622,740**	**$ 1,622,740**	**$ 726,256**	**$ 880,900**

Community Support & Regional Improvements Department

City of Industry | FY 2019/20 Proposed Budget

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
COMMUNITY PROMOTION EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
COMMUNITY PROMOTION								
5013	TELEPHONE	$ 4,000	$ 4,000	$ -	$ -	$ -	$ -	$ -
5120.01	PROFESSIONAL SERVICES	240,000	240,000	235,524	255,000	255,000	178,846	245,000
5600	COMMUNITY PROMOTION-IMC	1,356,405	1,356,405	629,073	985,000	985,000	424,412	930,000
5601	COMMUNITY PROMOTION	426,200	426,200	448,825	410,000	410,000	297,926	367,000
5610	TRAVEL AND MEETINGS	-	-	6,790	-	-	-	-
5620	VEHICLE EXPENSE	60,000	-	-	-	-	-	-
5640	ADVERTISING AND PRINTING	-	35,000	42,443	35,000	35,000	15,867	22,000
	TOTAL	**$ 2,086,605**	**$ 2,061,605**	**$ 1,362,655**	**$ 1,685,000**	**$ 1,685,000**	**$ 917,051**	**$ 1,564,000**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
EL ENCANTO EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
EL ENCANTO								
5068	LANDSCAPE MAINTENANCE	$ 115,000	$ 115,000	$ 133,213	$ 120,000	$ 120,000	$ 82,532	$ 113,000
5120.01	PROFESSIONAL SERVICES	70,000	70,000	25,000	25,000	25,000	370	1,000
5550	REPAIR AND EQUIPMENT MTC.	41,000	41,000	23,494	41,900	41,900	55,055	76,000
5730.02	UTILITIES - WATER	-	-	1,182	2,400	2,400	-	-
5900	GENERAL ENGINEERING	15,000	15,000	15,000	15,000	15,000	-	20,000
6120	SECURITY	65,000	65,000	62,107	70,000	70,000	44,232	61,000
6163	EL ENCANTO ADVANCES	-	-	-	-	950,000	669,347	1,500,000
8510	PROPERTY MAINTENANCE	20,000	40,000	34,645	60,000	60,000	6,902	10,000
9010	FURNITURE, EQUIPMENT & FIXTURES	-	-	-	-	-	12,449	18,000
9060	RECLAIMED WATER SYSTEM	800	800	-	800	800	-	-
	TOTAL	**$ 326,800**	**$ 346,800**	**$ 294,641**	**$ 335,100**	**$ 1,285,100**	**$ 870,887**	**$ 1,799,000**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
HOMESTEAD MUSEUM EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
HOMESTEAD MUSEUM								
5013	TELEPHONE	$ -	$ -	$ -	$ 12,000	$ 12,000	$ 10,293	$ 22,000
5018	OFFIE SUPPLIES & POSTAGE	-	-	9,108	30,000	30,000	5,332	30,000
5021	DUES & SUBSCRIPTIONS	-	-	3,146	4,500	4,500	2,499	4,000
5025	MISCELLANEOUS	-	-	2,975	-	-	1,100	-
5068	LANDSCAPE MAINTENANCE	385,000	385,000	231,183	285,000	285,000	212,478	291,000
5120.01	PROFESSIONAL SERVICES	210,000	375,000	199,510	193,500	193,500	82,116	172,125
5550	REPAIR AND EQUIPMENT MTC.	500	500	-	-	-	737	2,000
5560	EQUIPMENT RENTAL	-	-	6,700	2,300	2,300	3,585	1,900
5565	SMALL EQUIPMENT & SUPPLIES	-	-	2,103	6,900	6,900	-	7,150
5610	TRAVEL & MEETINGS	-	-	5,471	10,500	10,500	3,932	9,000
5620	VEHICLE EXPENSES	800	800	-	-	-	-	-
5640	ADVERTISING & PRINTING	-	-	63,278	89,000	89,000	46,362	98,500
5695.01	COMPUTER SERVICES	-	-	12,736	25,000	25,000	12,137	-
5730	UTILITIES	38,000	38,000	-	-	-	-	-
5730.01	UTILITIES - GAS	-	-	1,096	2,500	2,500	2,000	2,000
5730.03	UTILITIES - ELECTRIC	-	-	26,278	40,000	40,000	35,000	35,000
5900	GENERAL ENGINEERING	6,000	6,000	16,158	6,000	52,000	32,444	50,000
6120	SECURITY	91,000	91,000	84,870	100,000	100,000	63,830	88,000
8500	MUSEUM AGREEMENT	1,131,600	1,131,600	933,374	856,700	856,700	668,052	897,400
8510	PROPERTY MAINTENANCE	225,000	125,000	71,054	100,000	100,000	31,915	50,000
8520	JANITORIAL SERVICES	12,000	12,000	12,690	15,000	15,000	8,135	12,000
9010	FURNITURE, EQUIPMENT & FIXTURES	11,000	11,000	-	-	-	-	-
	TOTAL	**$ 2,110,900**	**$ 2,175,900**	**$ 1,681,730**	**$ 1,778,900**	**$ 1,824,900**	**$ 1,221,947**	**$ 1,772,075**

Financial Services Department

City of Industry | FY 2019/20 Proposed Budget

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
CITY TREASURER EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
CITY TREASURER								
5001	SALARIES	$ 305,820	$ 480,270	$ 335,728	$ 244,380	$ 160,760	$ 128,859	$ 249,060
5001.01	SALARIES - REIMBURSEMENT FROM SA	(71,525)	(71,525)	-	-	-	-	-
5016	CALPERS - EMPLOYER	247,055	247,055	230,184	30,755	30,755	19,045	31,475
5020	CALPERS - EMPLOYEE	24,525	24,525	15,267	19,610	19,610	10,599	19,980
5039	PARS - EMPLOYER	-	-	-	4,290	4,290	-	4,245
5026	EPMC	24,465	24,465	-	19,550	19,550	-	19,925
5027	MEDICARE	1,905	1,905	2,032	2,890	2,890	1,849	3,045
5028	LIFE INSURANCE	2,220	2,220	1,487	2,220	2,220	841	2,220
5037	AD & D	75	75	32	75	75	18	75
5631	WORKERS COMPENSATION	10,700	10,700	9,970	8,555	8,555	1,581	8,715
5041	1959 SURVIVORS BENEFIT	-	-	32	-	-	90	1,000
5030	STATE UNEMPLOYMENT	360	360	350	360	360	266	360
5031	DISABILITY	-	-	800	-	-	-	-
5031.01	DISABILITY LONG TERM	2,170	2,170	192	1,735	1,735	950	1,770
5031.02	DISABILITY SHORT TERM	1,485	1,485	677	1,185	1,185	648	1,205
5038	LONG TERM CARE	4,950	4,950	1,385	1,325	1,325	634	1,325
5032	STATE EMPLOYMENT & TRAINING TAX	10	10	22	10	10	7	10
5017	MEDICAL PREMIUMS	30,925	30,925	22,284	42,040	42,040	17,534	52,650
5017.02	MEDICAL REIMBURSEMENTS	8,000	8,000	6,000	8,000	8,000	4,000	8,000
5033	DENTAL PREMIUMS	2,045	2,045	1,729	3,440	3,440	1,359	3,990
5034	VISION PREMIUMS	535	535	420	790	790	297	790
5018	OFFICE SUPPLIES	-	-	57	500	500	44	100
5021	DUES AND SUBSCRIPTIONS	1,300	1,300	155	1,000	1,000	256	500
5025	MISCELLANEOUS	-	-	-	1,000	1,000	-	-
5036	BANK FEES	23,250	23,250	16,519	25,000	25,000	17,913	25,000
5120.01	PROFESSIONAL SERVICES	690,000	690,000	711,022	720,000	261,500	272,046	100,000
5610	TRAVEL & MEETINGS	2,000	2,000	40	2,000	2,000	275	2,000
5695.04	COMPUTER - SOFTWARE	-	-	-	55,000	55,000	47,800	-
5550	REPAIR AND MAINTENANCE EQUIPMENT	-	-	-	-	-	200	300
5560	EQUIPMENT RENTAL	-	-	-	-	-	2,439	4,000
	TOTAL	**$ 1,312,270**	**$ 1,486,720**	**$ 1,356,384**	**$ 1,195,710**	**$ 653,590**	**$ 529,550**	**$ 541,740**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
FINANCE EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
FINANCE								
5001	SALARIES	$ 621,200	$ 621,200	$ 604,542	$ 680,720	$ 502,520	$ 413,330	$ 616,580
5001.01	SALARIES - REIMBURSEMENT FROM IUDA	(198,495)	(198,495)	-	-	-	-	-
5016	CALPERS - EMPLOYER	49,210	49,210	48,692	57,545	57,545	30,134	49,180
5020	CALPERS - EMPLOYEE	49,900	49,900	17,660	54,665	54,665	5,060	49,530
5039	PARS - EMPLOYER	40,375	40,375	43,358	44,240	44,240	23,513	40,075
5026	EPMC	46,525	46,525	-	51,565	51,565	-	47,300
5027	MEDICARE	10,275	10,275	8,810	11,440	11,440	5,728	10,365
5028	LIFE INSURANCE	8,880	8,880	8,737	8,880	8,880	4,322	7,780
5037	AD & D	200	200	190	200	200	94	175
5631	WORKERS COMPENSATION	21,745	21,745	11,394	23,825	23,825	5,918	21,580
5041	1959 SURVIVORS BENEFIT	-	-	164	-	-	528	800
5030	STATE UNEMPLOYMENT	1,260	1,260	2,121	1,260	1,260	1,330	1,260
5031	DISABILITY	-	-	2,985	-	-	771	2,000
5031.01	DISABILITY LONG TERM	4,415	4,415	1,011	4,830	4,830	1,714	4,370
5031.02	DISABILITY SHORT TERM	3,010	3,010	2,728	3,295	3,295	1,170	2,990
5038	LONG TERM CARE	7,595	7,595	7,525	7,595	7,595	4,485	7,265
5032	STATE EMPLOYMENT & TRAINING TAX	35	35	41	35	35	35	35
5017	MEDICAL PREMIUMS	86,870	86,870	98,086	108,660	108,660	60,994	98,400
5017.02	MEDICAL REIMBURSEMENTS	28,000	28,000	21,667	28,000	28,000	24,000	24,000
5033	DENTAL PREMIUMS	5,775	5,775	7,000	7,040	7,040	4,140	7,150
5034	VISION PREMIUMS	1,620	1,620	1,897	1,880	1,880	1,129	1,610
5665	TUITION REIMBURSEMENT	-	-	13,950	15,000	15,000	2,385	8,000
5013	TELEPHONE	720	720	1,329	1,320	1,320	380	600
5018	OFFICE SUPPLIES & POSTAGE	1,000	1,000	3,711	3,300	3,300	2,344	4,000
5021	DUES AND SUBSCRIPTIONS	1,500	1,500	1,874	1,800	1,800	400	1,000
5025	MISCELLANEOUS	-	-	3,841	1,500	1,500	2,165	3,000
5062	BUILDING MAINTENANCE	1,600	1,600	62	-	-	-	-
5120.01	PROFESSIONAL SERVICES	216,800	286,800	532,702	170,000	700,000	490,911	759,000
5560	EQUIPMENT RENTAL	12,055	12,055	12,345	12,600	12,600	13,000	13,000
5570	PRINTING AND PHOTOGRAPHS	500	500	989	1,000	1,000	981	2,000
5610	TRAVEL AND MEETINGS	5,000	5,000	2,562	5,000	5,000	1,356	2,000
5695.01	COMPUTER SUPPLIES & SERVICES	1,000	1,000	-	-	-	-	-
5695.03	COMPUTER LICENSES	29,200	29,200	-	-	-	-	-
	TOTAL	**$ 1,057,770**	**$ 1,127,770**	**$ 1,461,973**	**$ 1,307,195**	**$ 1,658,995**	**$ 1,102,317**	**$ 1,785,045**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
INFORMATION TECHNOLOGY EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
INFORMATION TECHNOLOGY								
5001	SALARIES	$ 86,940	$ 86,940	$ 94,499	$ 113,340	$ 74,940	$ 28,818	$ -
5016	CALPERS - EMPLOYER	6,305	6,305	9,630	11,050	11,050	1,224	-
5020	CALPERS - EMPLOYEE	6,985	6,985	7,361	9,095	9,095	590	-
5039	PARS - EMPLOYER	5,650	5,650	6,388	7,365	7,365	1,023	-
5026	EPMC	6,955	6,955	-	9,065	9,065	-	-
5027	MEDICARE	1,385	1,385	1,370	1,950	1,950	418	-
5028	LIFE INSURANCE	1,120	1,120	1,007	1,120	1,120	183	-
5037	AD & D	25	25	22	25	25	4	-
5631	WORKERS COMPENSATION	3,045	3,045	-	3,965	3,965	-	-
5041	1959 SURVIVORS BENEFIT	-	-	24	-	-	65	-
5030	STATE UNEMPLOYMENT	180	180	511	180	180	-	-
5031	DISABILITY	-	-	466	-	-	-	-
5031.01	DISABILITY LONG TERM	615	615	175	805	805	116	-
5031.02	DISABILITY SHORT TERM	420	420	437	550	550	79	-
5038	LONG TERM CARE	310	310	1,238	310	310	163	-
5032	STATE EMPLOYMENT & TRAINING TAX	5	5	14	5	5	-	-
5017	MEDICAL PREMIUMS	8,590	8,590	21,568	21,020	21,020	3,503	-
5017.02	MEDICAL REIMBURSEMENTS	4,000	4,000	4,000	4,000	4,000	2,000	-
5033	DENTAL PREMIUMS	420	420	1,654	1,720	1,720	287	-
5034	VISION PREMIUMS	140	140	363	395	395	66	-
5013	TELEPHONE	28,970	28,970	16,963	20,000	20,000	13,585	19,000
5021	DUES AND SUBSCRIPTIONS	2,310	2,310	2,440	2,800	2,800	1,670	3,000
5120.01	PROFESSIONAL SERVICES	176,980	176,980	367,461	950,000	250,000	47,714	394,000
5610	TRAVEL AND MEETINGS	-	-	40	11,000	11,000	-	-
5695	COMPUTER SUPPLES	-	-	15,442	10,000	10,000	5,374	8,000
5695.01	COMPUTER SERVICES	189,520	326,454	177,439	55,000	242,200	178,600	100,000
5695.02	COMPUTER EQUIPMENT	10,000	60,000	226,727	50,000	30,000	21,151	29,000
5695.03	COMPUTER LICENSES	1,000	1,000	19,997	150,000	150,000	598	1,000
5695.04	COMPUTER SOFTWARE	76,200	348,280	128,615	10,000	1,000	36,420	50,000
	TOTAL	**$ 618,070**	**$ 1,077,084**	**$ 1,105,851**	**$ 1,444,760**	**$ 864,560**	**$ 343,651**	**$ 604,000**

Development Services Department

City of Industry | FY 2019/20 Proposed Budget

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
DEVELOPMENT SERVICES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
DEVELOPMENT SERVICES								
5001	SALARIES	$ 258,315	$ 258,315	$ 246,129	$ 224,775	$ 88,775	$ 97,825	$ 196,595
5001.01	SALARIES - REIMBURSEMENT FROM IUDA	(95,090)	(95,090)	-	-	-	-	-
5001.02	SALARIES - PART TIME	-	-	-	-	-	8,277	-
5016	CALPERS - EMPLOYER	22,900	22,900	22,582	20,605	20,605	7,101	17,565
5020	CALPERS - EMPLOYEE	20,750	20,750	13,555	18,070	18,070	2,765	15,815
5039	PARS - EMPLOYER	16,785	16,785	15,815	14,615	14,615	3,713	12,775
5026	EPMC	18,650	18,650	-	16,380	16,380	-	14,425
5027	MEDICARE	4,395	4,395	3,569	3,865	3,865	1,539	3,515
5028	LIFE INSURANCE	3,405	3,405	3,015	2,960	2,960	1,056	2,795
5037	AD & D	75	75	65	65	65	23	60
5631	WORKERS COMPENSATION	9,040	9,040	9,970	7,870	7,870	2,027	6,880
5041	1959 SURVIVORS BENEFIT	-	-	54	-	-	161	300
5030	STATE UNEMPLOYMENT	540	540	658	540	540	805	540
5031	DISABILITY	-	-	1,214	-	-	-	-
5031.01	DISABILITY LONG TERM	1,835	1,835	175	1,595	1,595	330	1,395
5031.02	DISABILITY SHORT TERM	1,255	1,255	948	1,090	1,090	226	950
5038	LONG TERM CARE	2,120	2,120	2,008	1,990	1,990	814	2,280
5032	STATE EMPLOYMENT & TRAINING TAX	15	15	16	15	15	21	15
5017	MEDICAL PREMIUMS	44,450	44,450	41,961	41,800	41,800	17,817	45,625
5017.02	MEDICAL REIMBURSEMENTS	9,400	9,400	10,100	8,600	8,600	6,700	9,000
5033	DENTAL PREMIUMS	3,270	3,270	3,212	3,290	3,290	2,306	3,990
5034	VISION PREMIUMS	845	845	796	790	790	472	790
5665	TUITION REIMBURSEMENT	27,000	27,000	18,762	27,000	27,000	11,363	16,000
5013	TELEPHONE	-	-	1,405	-	-	-	-
5018	OFFICE SUPPLIES & POSTAGE	-	-	1,770	500	500	331	500
5021	DUES AND SUBSCRIPTIONS	-	-	282	1,000	1,000	260	1,000
5025	MISCELLANEOUS	-	-	-	-	-	-	-
5062	BUILDING MAINTENANCE	-	-	-	-		-	-
5120.01	PROFESSIONAL SERVICES	515,000	1,547,540	921,609	375,000	375,000	267,312	550,000
5560	EQUIPMENT RENTAL	-	-	8,221	-	8,000	6,740	10,000
5570	PRINTING AND PHOTOGRAPHS	-	-	171	1,000	1,000	44	1,000
5610	TRAVEL AND MEETINGS	-	-	1,307	2,000	2,000	437	1,000
5640	ADVERTISING & PRINTING	-	-	23,161	25,000	25,000	2,864	4,000
5900	GENERAL ENGINEERING	-	-	-	1,625,000	9,000	4,590	870,000
	TOTAL	**$ 864,955**	**$ 1,897,495**	**$ 1,352,530**	**$ 2,425,415**	**$ 681,415**	**$ 447,919**	**$ 1,788,810**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
FIELD OPERATIONS EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
FIELD OPERATIONS EXPENDITURES								
5001	SALARIES	$ 204,600	$ 204,600	$ 184,795	$ 223,560	$ 100,960	$ 37,981	$ -
5013.01	CELL PHONE ALLOWANCE	-	-	12	-	-	-	-
5015	PAYROLL TAXES	(19,175)	(19,175)	-	1,030	1,030	-	-
5016	CALPERS - EMPLOYER	14,805	14,805	12,964	17,025	17,025	1,219	-
5020	CALPERS - EMPLOYEE	16,425	16,425	-	17,940	17,940	-	-
5039	PARS - ARS	13,300	13,300	12,779	14,530	14,530	1,398	-
5026	EPMC	15,045	15,045	-	16,510	16,510	-	-
5027	MEDICARE	3,540	3,540	2,604	3,785	3,785	551	-
5028	LIFE INSURANCE	2,240	2,240	1,830	2,240	2,240	183	-
5037	AD & D	50	50	40	50	50	4	-
5631	WORKERS COMPENSATION	7,160	7,160	4,273	7,825	7,825	810	-
5041	1959 SURVIVORS BENEFIT	-	-	437	-	-	112	-
5030	STATE UNEMPLOYMENT	360	360	1,152	360	360	-	-
5031	DISABILITY	-	-	898	-	-	-	-
5031.01	DISABILITY LONG TERM	1,450	1,450	364	1,590	1,590	146	-
5031.02	DISABILITY SHORT TERM	995	995	861	1,085	1,085	99	-
5038	LONG TERM CARE	1,645	1,645	1,810	1,645	1,645	93	-
5032	STATE EMPLOYMENT & TRAINING TA:	10	10	30	10	10	-	-
5017	MEDICAL PREMIUMS	39,515	39,515	33,864	37,190	37,190	3,503	-
5017.02	MEDICAL REIMBURSEMENTS	8,000	8,000	6,833	8,000	8,000	4,000	-
5033	DENTAL PREMIUMS	3,250	3,250	2,299	2,620	2,620	263	-
5034	VISION PREMIUMS	790	790	576	665	665	66	-
5665	TUITION REIMBURSEMENT	-	-	-	2,000	2,000	-	-
5013	TELEPHONE	-	-	3,231	3,500	3,500	2,025	-
5021	DUES AND SUBSCRIPTIONS	-	-	95	1,500	1,500	-	-
5062	BUILDING MAINTENANCE	-	-	32	-	-	-	-
5120.01	PROFESSIONAL SERVICES	200,000	700,000	393,780	360,000	219,600	160,560	-
5560	EQUIPMENT RENTAL	-	-	1,176	-	-	-	-
5565	SMALL SUPPLIES & EQUIPMENT	-	-	-	2,000	2,000	-	-
5570	PRINTING/PHOTOGRAPHS	-	-	101	1,000	1,000	-	-
5610	TRAVEL & MEETINGS	-	-	1,390	2,000	2,000	-	-
5620	VEHICLE EXPENSES	-	-	-	80,000	80,000	74,411	-
	TOTAL	**$ 514,005**	**$ 1,014,005**	**$ 668,226**	**$ 809,660**	**$ 546,660**	**$ 287,423**	**$ -**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
ENGINEERING EXPENDITURES

OBEJCT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
ENGINEERING								
5001	SALARIES	$ -	$ -	$ -	$ -	$ -	$ -	$ 203,100
5016	CAL-PERS - EMPLOYER	-	-	-	-	-	-	15,500
5017	MEDICAL PREMIUMS	-	-	-	-	-	-	26,400
5017.02	MEDICAL REIMBURSEMENTS	-	-	-	-	-	-	4,000
5020	CALPERS - EMPLOYEE	-	-	-	-	-	-	16,300
5026	EPMC	-	-	-	-	-	-	14,300
5027	MEDICARE	-	-	-	-	-	-	3,400
5028	LIFE INSURANCE	-	-	-	-	-	-	1,200
5030	STATE UNEMPLOYMENT	-	-	-	-	-	-	200
5031.01	DISABILITY - LONG TERM	-	-	-	-	-	-	1,500
5031.02	DISABILITY - SHORT TERM	-	-	-	-	-	-	1,000
5032	STATE EMPLOYMENT & TRAINING TAX	-	-	-	-	-	-	100
5033	DENTAL PREMIUMS	-	-	-	-	-	-	2,000
5034	VISION PREMIUMS	-	-	-	-	-	-	400
5035	DEFERRED COMPENSATION	-	-	-	-	-	-	-
5037	ACCIDENTAL DEATH INSURANCE	-	-	-	-	-	-	100
5038	SUPPLEMENTAL UNUM INSURANCE	-	-	-	-	-	-	900
5039	PARS - EMPLOYER	-	-	-	-	-	-	13,200
5040	PARS - ARS	-	-	-	-	-	-	-
5631	WORKERS COMPENSATION	-	-	-	-	-	-	7,200
5013	TELEPHONE	5,720	5,720	-	-	-	-	-
5018	OFFICE SUPPLIES & POSTAGE	1,000	1,000	-	-	-	-	-
5021	DUES & SUBSCRIPTIONS	2,500	2,500	-	-	-	-	-
5025	MISCELLANEOUS	1,000	1,000	-	-	-	-	-
5560	EQUIPMENT RENTAL	5,000	5,000	-	-	-	-	-
5610	TRAVEL AND MEETINGS	8,000	8,000	-	-	-	-	-
5900	GENERAL ENGINEERING	-	-	4,896	-	-	-	-
	TOTAL	**$ 23,220**	**$ 23,220**	**$ 4,896**	**$ -**	**$ -**	**$ -**	**$ 310,800**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
PUBLIC WORKS ADMINISTRATION EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
PUBLIC WORKS ADMINISTRATION								
5018	PLANNING, SURVEY AND DESIGN	$ 500	$ 500	$ -	$ -	$ -	$ -	$ -
5021	GENERAL ENGINEERING	1,000	1,000	900	-	-	900	-
5260	SORMWATER COMPLIANCE/ NPDES	100,000	100,000	-	-	-	-	-
5795	SEWER SYSTEM MANAGEMENT/NPDES	1,000	1,000	-	-	-	-	-
	TOTAL	$ 102,500	$ 102,500	$ 900	$ -	$ -	$ 900	$ -

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
PLANNING EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
PLANNING								
5001	SALARIES	$ 175,140	$ 175,140	$ 165,006	$ 188,760	$ 70,760	$ 55,351	$ 76,680
5016	CALPERS - EMPLOYER	98,435	98,435	97,752	18,420	18,420	5,472	7,495
5020	CALPERS - EMPLOYEE	14,070	14,070	13,197	15,160	15,160	3,952	6,165
5039	PARS - EMPLOYER	3,920	3,920	4,368	12,270	12,270	3,246	4,985
5026	EPMC	14,010	14,010	-	15,100	15,100	-	6,135
5027	MEDICARE	4,950	4,950	3,011	5,070	5,070	1,263	1,495
5028	LIFE INSURANCE	7,780	7,780	7,801	7,780	7,780	5,567	1,120
5037	AD & D	175	175	168	175	175	120	25
5631	WORKERS COMPENSATION	7,630	7,630	6,409	8,155	8,155	3,606	2,685
5041	1959 SURVIVORS BENEFIT	-	-	44	-	-	142	200
5040	PARS - ARS	1,600	1,600	1,532	1,650	1,650	1,166	2,000
5030	STATE UNEMPLOYMENT	1,260	1,260	1,486	1,260	1,260	1,256	180
5031	DISABILITY	-	-	835	-	-	-	-
5031.01	DISABILITY LONG TERM	1,245	1,245	278	1,340	1,340	315	545
5031.02	DISABILITY SHORT TERM	845	845	760	915	915	215	370
5038	LONG TERM CARE	7,265	7,265	7,228	7,265	7,265	5,256	1,600
5032	STATE EMPLOYMENT & TRAINING TAX	35	35	40	35	35	32	5
5017	MEDICAL PREMIUMS	123,700	123,700	119,565	116,420	116,420	64,557	26,325
5017.02	MEDICAL REIMBURSEMENTS	28,000	28,000	28,000	28,000	28,000	24,000	4,000
5033	DENTAL PREMIUMS	8,185	8,185	8,436	8,680	8,680	5,912	1,995
5034	VISION PREMIUMS	2,130	2,130	2,151	2,130	2,130	1,386	395
5665	TUITION REIMBURSEMENTS	18,000	18,000	14,248	18,000	18,000	67	100
5013	TELEPHONE	1,680	1,680	546	1,730	1,730	-	-
5018	OFFICE SUPPLIES & POSTAGE	1,000	1,000	342	1,000	1,000	145	1,000
5021	DUES AND SUBSCRIPTIONS	6,100	6,100	11,283	6,000	6,000	10,800	14,000
5025	MISCELLANEOUS	1,000	1,000	-	2,000	2,000	-	-
5120.01	PROFESSIONAL SERVICES	590,000	1,275,061	1,289,784	715,000	1,115,000	872,019	1,287,000
5120.05	PROFESSIONAL SERVICES	(100,000)	(100,000)	89,408	-	-	103,355	150,000
5410	PLANNING COMMISSION	42,525	42,525	40,832	44,225	44,225	31,086	43,000
5560	EQUIPMENT RENTAL	6,700	6,700	5,709	6,850	6,850	4,324	6,000
5570	PRINTING & PHOTOGRAPHS	-	-	113	500	500	-	200
5610	TRAVEL AND MEETINGS	2,000	2,000	40	4,000	4,000	575	1,000
5640	ADVERTISING AND PRINTING	10,000	10,000	4,658	10,000	10,000	3,928	6,000
5695.03	COMPUTER - LICENSES	-	-	20,000	25,000	25,000	14,500	20,000
5795	FILING FEES	30,000	30,000	8,663	30,000	30,000	1,375	2,000
	TOTAL	**$ 1,109,380**	**$ 1,794,441**	**$ 1,953,693**	**$ 1,302,890**	**$ 1,584,890**	**$ 1,224,988**	**$ 1,674,700**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
PUBLIC SAFETY EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
PUBLIC SAFETY								
5001.02	SALARIES - PART TIME	$ 110,415	$ 110,415	$ 91,653	$ 115,860	$ 91,660	$ 76,792	$ 112,575
5027	MEDICARE	-	-	1,304	1,685	1,685	1,123	1,635
5631	WORKERS COMPENSATION	-	-	-	4,060	4,060	1,763	3,940
5040	PARS - ARS	-	-	2,329	4,345	4,345	1,961	4,225
5030	STATE UNEMPLOYMENT	-	-	1,530	540	540	798	540
5032	STATE EMPLOYMENT & TRAINING TAX	-	-	42	15	15	21	15
5013	TELEPHONE	-	-	5,737	9,000	9,000	4,367	6,000
5025	MISCELLANEOUS	-	-	1,007	2,000	2,000	1,835	3,000
5062	BUILDING MAINTENANCE	-	-	13	-	-	-	-
5120.01	PROFESSIONAL SERVICES	128,000	128,000	281	5,000	5,000	2,265	4,000
5120.02	LEGAL SERVICES	-	-	88,882	125,000	125,000	36,354	50,000
5550	REPAIR AND MAINTENANCE EQUIPMENT	-	-	-	-	-	400	400
5565	SMALL EQUIPMENT & SUPPLIES	-	-	479	6,000	6,000	-	-
5570	PRINTING & PHOTOGRAPHS	2,000	2,000	4,857	4,000	4,000	5,834	8,000
5610	TRAVEL AND MEETINGS	-	-	1,102	3,000	3,000	-	-
5620	VEHICLE EXPENSES	3,400	3,400	163,402	6,000	6,000	(124)	-
6005	SHERRIFF'S CONTRACT	9,605,000	9,605,000	9,542,415	9,866,500	9,866,500	6,626,268	10,209,000
6030	OTHER LAW ENFORCEMENT	38,000	38,000	1,762	20,000	20,000	-	-
6040	ANIMAL CONTROL	38,000	38,000	40,354	40,000	40,000	29,676	41,000
6085	PARKING CITATIONS	-	-	-	-	60,000	45,030	62,000
6100	PRISONER MAINTENANCE	-	-	862	60,000	-	-	-
6140	SPECIAL SECURITY EXP	320,000	320,000	358,330	330,000	330,000	206,908	283,000
8510	PROPERTY MAINTENANCE	-	-	4,666	5,000	5,000	-	-
9010	FURNITURE, EQUIPMENT & FIXTURES	-	-	-	6,335	6,335	-	-
9020	AUTOMOBILIES	-	-	-	6,635	6,635	-	-
	TOTAL	**$ 10,244,815**	**$ 10,244,815**	**$ 10,311,007**	**$ 10,620,975**	**$ 10,596,775**	**$ 7,041,272**	**$ 10,789,330**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
PUBLIC WORKS EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
PUBLIC WORKS								
5130	PLANNING, SURVEY AND DESIGN	$ -	$ -	$ 21,809	$ -	$ -	$ 2,498	$ 4,000
5900	GENERAL ENGINEERING	3,120,000	3,720,000	859,447	3,930,000	2,482,000	2,170,757	3,850,000
5905	AERIAL IMAGES AND PHOTOMAPER	50,000	50,000	34,138	50,000	50,000	6,000	50,000
7030	SORMWATER COMPLIANCE/ NPDES	-	-	-	650,000	-	-	510,000
7030.01	SEWER SYSTEM MANAGEMENT/NPDES	-	-	-	-	-	-	60,000
8510	PROPERTY MAINTENANCE	40,000	40,000	-	-	-	-	-
	TOTAL	**$ 3,210,000**	**$ 3,810,000**	**$ 915,394**	**$ 4,630,000**	**$ 2,532,000**	**$ 2,179,255**	**$ 4,474,000**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
PUBLIC WORKS - STREETS AND ROADS EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
PUBLIC WORKS STREETS AND ROADS								
5120.01	PROFESSIONAL SERVICES	$ 75,000	$ 75,000	$ -	$ -	$ -	$ -	$ -
5130	PLAN, SURVEY AND DESIGN	100,500	100,500	(21,273)	50,000	-	-	-
5640	ADVERTISING AND PRINTING	-	-	4,434	25,000	-	-	-
5900	GENERAL ENGINEERING	2,410,000	2,410,000	3,570,099	1,300,000	1,043,000	715,708	450,000
7020	STORM DRAINS	130,000	130,000	57,975	230,000	-	49,011	67,000
7060	SEWERS	35,000	35,000	25	40,000	-	25	100
7200	STREET REPAIRS	400,000	400,000	289,758	400,000	400,000	204,015	279,000
7210	STREET LIGHT REPAIRS	-	-	-	300,000	100,000	-	-
7230	TRAFFIC MARKING	150,000	150,000	-	50,000	50,000	1,302	2,000
7240	TRAFFIC STRIPING	100,000	100,000	29,169	100,000	50,000	-	-
7250	TRAFFIC SIGNING-NON/ILLUM	10,000	10,000	2,292	10,000	10,000	1,120	2,000
7260	BRIDGE MAINTENANCE	50,000	50,000	60	50,000	-	37,680	52,000
7270	TRAFFIC SIGNAL MAINTENANCE	450,000	450,000	289,806	500,000	500,000	167,542	229,000
7280	HIWAY SAFETY LTG MAINT.	71,000	71,000	24,729	20,000	64,000	31,921	44,000
7290.01	ACCIDENT REP/TRAFFIC LTG	15,000	15,000	99,176	75,000	147,000	86,049	118,000
7290.02	REIMBURSE ACCIDENT REPAIR	(15,000)	(15,000)	-	-	-	(13,788)	(16,000)
7350	TRAFFIC SIGNAL DESIGN	-	-	5,113	-	-	289	400
7360	PUMP HOUSE MAINTENANCE	100,000	100,000	95,290	100,000	100,000	82,471	113,000
	TOTAL	**$ 4,081,500**	**$ 4,081,500**	**$ 4,446,653**	**$ 3,250,000**	**$ 2,464,000**	**$ 1,363,345**	**$ 1,340,500**

CITY OF INDUSTRY

PROPOSED ANNUAL BUDGET

PUBLIC WORKS - OTHER CONTRACT SERVICES EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
PUBLIC WORKS OTHER CONTRACT SERVICES								
5120.01	PROFESSIONAL SERVICES	$ -	$ -	$ -	$ 360,000	360,000	$ 207,395	$ 284,000.00
7020	STORM DRAINS	200,000	222,875	105,132	-	-	11,602	16,000
7030	STORMWATER COMPLIANCE/ NPDES	-	-	-	150,000	150,000	7,314	150,000
7410	MISC. STREET MAINTENANCE	3,500,000	3,500,000	2,866,136	3,460,000	2,460,000	2,009,848	2,720,000
7420	TRAFFIC & STREET SIGNS	50,000	50,000	6,189	20,000	20,000	3,464	5,000
7430	CURB PAINTING/REMOVAL	500,000	100,000	143	25,000	25,000	10,780	15,000
7450	POWER SWEEPING - STREETS	175,000	175,000	187,035	200,000	200,000	129,678	178,000
7450.01	POWER SWEEPING - PARKING LOT	51,500	51,500	23,253	30,000	30,000	16,705	23,000
7455	GRAFFITI REMOVAL	150,000	150,000	-	100,000	100,000	1,329	2,000
7510	ST/PRKNG LTGN/TRFC SIGNAL	-	-	-	-	-	-	-
7520	TRAFFIC SIGNAL ENERGY	600,000	600,000	672,128	600,000	600,000	468,856	641,000
7530	LAMP REPLACEMENT	-	-	-	-	-	-	-
7810	SIGNALS/LTG MTC	15,000	15,000	14,768	15,000	15,000	7,900	11,000
8510	PROPERTY MAINTENANCE	-	-	-	-	-	-	-
	TOTAL	**$ 5,241,500**	**$ 4,864,375**	**$ 3,874,784**	**$ 4,960,000**	**$ 3,960,000**	**$ 2,874,871**	**$ 4,045,000**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
FINANCIAL CENTER EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
FINANCIAL CENTER EXPENDITURES								
5013	TELEPHONE	$ 15,600	$ 15,600	$ 15,084	$ 15,950	$ 15,950	$ 10,493	$ 2,400
5018	OFFICE SUPPLIES & POSTAGE	200	200	-	-	-	-	5,000
5021	DUES AND SUBSCRIPTIONS	1,300	1,300	2,209	1,300	1,300	-	-
5025	MISCELLANEOUS	500	500	936	2,000	2,000	-	-
5062	BUILDING MAINTENANCE	100,000	100,000	144,465	150,000	150,000	42,657	66,000
5068	LANDSCAPE MAINTENANCE	500,000	800,000	1,388,124	1,100,000	1,100,000	794,901	1,223,000
5120.01	PROFESSIONAL SERVICES	735,000	853,000	392,178	350,000	590,000	145,530	199,000
5120.02	LEGAL SERVICES	175,000	175,000	26,535	100,000	30,000	5,913	15,000
5130	PLANNING, SURVEY AND DESIGN	282,500	502,308	117,057	-	198,000	99,343	-
5220	APPRAISAL FEES	-	-	50,900	25,000	25,000	10,200	5,000
5550	REPAIR AND MTC. EQUIPMENT	7,000	7,000	38,844	35,000	35,000	29,805	46,000
5560	EQUIPMENT RENTAL	-	-	2,765	6,000	6,000	-	-
5562	OFFICE EQUIPMENT & FURNITURE	-	65,000	67,204	20,000	5,000	-	-
5565	SMALL EQUIPMENT & SUPPLIES	-	-	-	-	-	4,365	-
5570	PRINTING & PHOTOGRAPHS	2,000	2,000	58	2,000	2,000	-	-
5620	VEHICLE EXPENSES	65,000	65,000	74,173	-	-	-	100,400
5640	ADVERTISING & PRINTING	-	-	7	2,500	2,500	-	-
5695	COMPUTER SUPPLES & SVCS	82,900	82,900	-	-	-	-	-
5695.01	COMPUTER SERVICES	-	-	1,866	-	-	-	-
5695.04	COMPUTER SOFTWARE	-	-	43,170	-	-	1,875	3,000
5730.01	UTILITIES - GAS	6,300	6,300	5,177	6,450	6,450	3,997	6,000
5730.02	UTILITIES - WATER	328,700	328,700	392,009	400,000	400,000	272,046	372,000
5730.03	UTILITIES - ELECTRIC	165,000	165,000	154,545	165,000	165,000	129,393	177,000
5740	PROPERTY TAXES & ASSESSMENTS	215,000	215,000	63,727	220,000	220,000	151,003	207,000
5785.01	BUILDING LEASE PAYMENTS	400	400	400	400	400	400	600
5792	RESOURCE PLANNING	-	-	28,732	6,000	18,000	17,210	24,000
5900	GENERAL ENGINEERING	1,900,000	1,900,000	2,092,452	450,000	2,000	10,838	150,000
6050	HAZARDOUS WASTE - DISPOSAL	-	-	6,537	-	-	7,282	12,000
6070.01	REFUSE DISPOSAL FOR THE CITY BUS STOPS	53,000	53,000	52,516	60,000	60,000	39,387	61,000
6120	SECURITY	700,000	700,000	547,471	715,400	715,400	464,808	636,000
7020	STORM DRAINS	-	-	11,602	-	-	-	-
8510	PROPERTY MAINTENANCE	436,500	476,500	286,875	400,000	400,000	158,252	217,000
8510.04	PROPERTY MTC.- REIMB. SUCCESSOR AGENCY	(451,300)	(451,300)	(133,662)	-	-	(211,695)	-
9010	FURNITURE, EQUIPMENT & FIXTURES	10,000	10,000	-	-	-	-	-
9020	AUTOMOBILES	100,000	-	-	-	-	-	140,000
	TOTAL	**$ 5,430,600**	**$ 6,073,408**	**$ 5,873,956**	**$ 4,233,000**	**$ 4,150,000**	**$ 2,188,003**	**$ 3,667,400**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
INDUSTRY HILLS MAINTENANCE EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
INDUSTRY HILLS PUBLIC FACILITY								
5012	GENERAL INSURANCE & BONDING	$ -	$ -	$ -	$ 3,500	$ 3,500	$ -	$ -
5013	TELEPHONE	-	-	1,467	2,000	2,000	1,307	2,000
5025	MISCELLANEOUS	6,000	6,000	3	5,000	5,000	34	-
5060	SPECIAL TAXES AND FEES - FUEL STORAGE TANK	2,400	2,400	4,831	2,500	2,500	4,914	6,000
5062	BUILDING MAINTENANCE	-	-	-	-	-	-	-
5062.01	FUEL STATION EXPENSES	15,000	15,000	27,548	25,000	25,000	6,033	10,000
5065	OTHER CONTRACTED SERVICES	20,000	20,000	-	5,000	5,000	-	-
5120.01	PROFESSIONAL SERVICES	-	-	32	-	-	37	100
5550	REPAIR AND MAINT EQUIP	-	-	-	3,000	10,000	10,466	15,000
5565	SMALL SUPPLIES & EQUIPMENT	-	-	46,850	5,000	20,000	18,619	26,000
5730	UTILITIES	6,000	6,000	15	-	-	-	-
5730.01	UTILITIES - GAS	-	-	177	1,000	1,000	133	1,000
5730.03	UTILITIES - ELECTRIC	-	-	-	-	-	497	800
5900	GENERAL ENGINEERING	12,000	12,000	6,239	15,000	15,000	12,815	15,000
8510	PROPERTY MAINTENANCE	53,300	53,300	14,404	50,000	50,000	6,610	11,000
8535	LANDFILL GAS/TANKS	228,500	259,833	190,523	215,000	215,000	125,816	194,000
9060	RECLAIMED WATER SYSTEM	38,000	38,000	(27,229)	40,000	40,000	-	-
	TOTAL	**$ 381,200**	**$ 412,533**	**$ 264,860**	**$ 372,000**	**$ 394,000**	**$ 187,281**	**$ 280,900**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
HABITAT & OPEN SPACE EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
HABITAT & OPEN SPACE								
5013	TELEPHONE	$ 700	$ 700	$ 3,737	$ 4,700	$ 4,700	$ 4,358	$ -
5021	DUES AND SUBSCRIPTIONS	-	-	5,071	-	-	-	-
5068	LANDSCAPE MAINTENANCE	-	380,000	-	100,000	100,000	-	-
5120.01	PROFESSIONAL SERVICES	-	-	3,425	105,000	105,000	3,773	5,000
5620	VEHICLE EXPENSES	7,800	7,800	1,297	5,000	5,000	3,305	5,000
5730.01	UTILITIES - GAS	840	840	555	900	900	429	-
5730.02	UTILITIES - WATER	3,500	3,500	44,837	35,000	35,000	20,831	29,000
5730.03	UTILITIES - ELECTRIC	2,500	2,500	3,417	5,000	5,000	3,268	5,000
5740	PROPERTY TAXES & ASSESSMENTS	250,000	250,000	186,018	200,000	200,000	186,405	-
5900	GENERAL ENGINEERING	-	-	57,367	50,000	50,000	23,920	100,000
6120	SECURITY	145,000	145,000	212,055	200,000	200,000	141,269	194,000
8510	PROPERTY MAINTENANCE	315,000	315,000	550,349	305,000	305,000	294,436	392,600
8510.04	PROPERTY MAINTENANCE- REIMBSMNT SA	(112,825)	(112,825)	(48,247)	-	-	(5,931)	-
	TOTAL	**$ 612,515**	**$ 992,515**	**$ 1,019,881**	**$ 1,010,600**	**$ 1,010,600**	**$ 676,063**	**$ 730,600**

Special Revenue Expenditures

City of Industry | FY 2019/20 Proposed Budget

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
GAS TAX STREET IMPROVEMENT EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2017-18	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
STREET IMPROVEMENTS								
7410	MISC. STREET MAINTENANCE	$ -	$ -	$ 13,527	$ 10,000	$ 10,000	$ 13,861	$ 24,000
	TOTAL	**$ -**	**$ -**	**$ 13,527**	**$ 10,000**	**$ 10,000**	**$ 13,861**	**$ 24,000**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
MEASURE R EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
MEASURE R								
7200	STREET REPAIRS	$ 5,000	$ 5,000	$ 5,111	$ 5,000	$ 5,000	$ 4,213	$ 7,000
	TOTAL	**$ 5,000**	**$ 5,000**	**$ 5,111**	**$ 5,000**	**$ 5,000**	**$ 4,213**	**$ 7,000**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
PROP A EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
PROP A FUNDS								
5130	PLANNING, SURVEY & DESIGN	$ -	$ -	$ 1,149,401	$ 1,000,000	$ 1,000,000	$ 4,643	$ 7,000
5205	CONSTRUCTION COSTS	2,900,000	2,900,000	-	-	-	-	300,000
5620	VEHICLE EXPENSES	-	-	-	-	-	-	-
5730	UTILITIES	-	-	20	-	-	-	-
5730.02	UTILITIES - WATER	-	-	3,318	4,000	4,000	2,098	3,000
5730.03	UTILITIES - ELECTRIC	-	-	2,669	3,600	3,600	1,847	3,000
5900	GENERAL ENGINEERING	-	-	16,312	-	-	31,150	42,000
6120	SECURITY	-	-	88,201	95,000	95,000	62,552	84,000
8510	PROPERTY MAINTENANCE	-	-	3,056	10,000	10,000	1,941	3,000
	TOTAL	**$ 2,900,000**	**$ 2,900,000**	**$ 1,262,977**	**$ 1,112,600**	**$ 1,112,600**	**$ 104,231**	**# $ 442,000**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
PROP C EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
PROP C FUND								
5900	PLANNING, SURVEY AND DESIGN	$ -	$ -	$ -	$ 10,000	10,000	$ -	$ 10,000
	TOTAL	**$ -**	**$ -**	**$ -**	**$ 10,000**	**$ 10,000**	**$ -**	**$ 10,000**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
MEASURE M EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
MEASURE M								
7020	STORM DRAINS	$ -	$ -	$ 2,655	$ -	$ -	$ 6,716	$ 11,000
7200	STREET REPAIRS	-	-	-	5,000	5,000	-	-
	TOTAL	$ -	$ -	$ 2,655	$ 5,000	$ 5,000	6,716	$ 11,000

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
GRANT FUND EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
GRANT FUND								
5130	PLANNING, SURVEY AND DESIGN	$ -	$ -	$ 270,415	$ -	$ -	$ -	$ -
5205	CONSTRUCTION COSTS	-	-	-	5,261,490	5,261,490	-	-
	TOTAL	$ -	$ -	$ 270,415	$ 5,261,490	$ 5,261,490	-	$ -

Internal Services Fund

City of Industry | FY 2019/20 Proposed Budget

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
FLEET REPLACEMENT FUND EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
FLEET REPLACEMENT FUND								
5620	VEHICLE MAINTENANCE	$ 226,000	$ 226,000	$ -	$ -	$ -	$ -	$ -
9020	AUTOMOBILES	-	-	-	80,000	80,000	31,183	-
	TOTAL	**$ 226,000**	**$ 226,000**	**$ -**	**$ 80,000**	**$ 80,000**	**$ 31,183**	**$ -**

Fiduciary/Debt Service

City of Industry | FY 2019/20 Proposed Budget

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
DEBT SERVICE EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
DEBT SVC- CITY OF INDUSTRY								
5120.01	PROFESSIONAL SERVICES	$ -	$ -	$ 12,900	$ -	-	$ 500	$ 700
9450.02	2009 GO BONDS-PRINCIPAL	4,130,000	4,130,000	4,130,000	4,330,000	4,330,000	4,545,000	4,545,000
9450.03	2009 GO BONDS"B" PRINCIPA	4,975,000	4,975,000	4,975,000	5,180,000	5,180,000	5,395,000	5,395,000
9450.19	2010 REFUNDING BOND -PRIN	2,240,000	2,240,000	2,240,000	2,330,000	2,330,000	2,430,000	2,430,000
9450.23	2015 A SR. SALES TAX REVENUE REFUNDING BOND (PRINCIPAL)	1,890,000	1,890,000	1,890,000	1,920,000	1,920,000	1,960,000	1,960,000
9450.24	2015B SUBORDINATE SALES TAX REVENUE BOND (PRINCIPAL)	485,000	485,000	485,000	505,000	505,000	520,000	520,000
9450.25	CITY - 2017 SALES TAX REVENUE REFUNDING BOND (PRINCIPA)	3,575,000	3,575,000	3,575,000	3,085,000	3,085,000	3,145,000	3,145,000
9451.02	2009 GO BONDS-INTEREST	819,715	819,715	544,031	335,500	335,500	113,625	113,625
9451.03	2009 GO BONDS"B" INTEREST	544,030	544,030	819,713	610,400	610,400	379,250	379,250
9451.19	2010 GOB REFUNDING BOND -INT	1,374,250	1,374,250	1,374,250	1,282,850	1,282,850	1,175,500	1,175,500
9451.22	CITY - 2014 GOB REFUNDING BOND (INTEREST)	832,965	832,965	832,963	832,965	832,963	832,965	832,965
9451.23	2015 A SR. SALES TAX REVENUE REFUNDING BOND (INTEREST)	16,373,695	16,373,695	16,373,694	16,338,165	16,338,163	16,297,363	16,297,363
9451.24	2015B SUBORDINATE SALES TAX RERVENUE BOND (INTEREST)	3,717,700	3,717,700	3,717,698	3,704,360	3,704,360	3,687,948	3,687,948
9451.25	CITY - 2017 SALES TAX REVENUE REFUNDING BOND (INTEREST)	642,635	642,635	642,636	890,655	890,656	828,957	828,957
9452	BOND ISSUANCE COSTS	-	-	551,166	-	-	-	-
9750	FISCAL AGENT FEES	16,000	16,000	12,500	18,900	11,500	16,000	16,000
	TOTAL	**$ 41,615,990**	**$ 41,615,990**	**$ 42,176,551**	**$ 41,363,795**	**$ 41,356,391**	**$ 41,327,108**	**$ 41,327,308**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
ASSESSMENT DISTRICT 91-1 EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
ASSESSMENT DISTRICT 91-1								
9450.01	BOND PRINCIPAL PAYMENTS	$ 390,000	$ 390,000	$ 390,000	$ 415,000	$ 415,000	$ 415,000	$ 435,000
9451.01	BOND INTEREST PAYMENTS	112,500	112,500	112,500	89,900	89,900	89,859	65,954
9750	FISCAL AGENT FEES	4,500	4,500	4,345	4,500	4,500	4,840	7,000
	TOTAL	**$ 507,000**	**$ 507,000**	**$ 506,845**	**$ 509,400**	**$ 509,400**	**$ 509,699**	**$ 507,954**

Industry Public Facilities Authority ("IPFA")

City of Industry | FY 2019/20 Proposed Budget

INDUSTRY PUBLIC FACILITY AUTHORITY
PROPOSED ANNUAL BUDGET
REVENUE DETAIL

	REVENUE SUMMARY BY FUND	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
IPFA								
4300.03	US BANK INTEREST INCOME	$ 5,000,000	$ 5,000,000	$ 3,156,643	$ 500,000	$ 500,000	$ 2,504,283	$ 3,340,000
4300.04	GAIN/LOSS	-	-	-	-	-	-	(200,000)
4300.05	INTEREST INCOME - CITY LOAN	-	-	-	-	-	-	-
4307	INTEREST INCOME SA IUDA BOND	56,874,670	56,874,670	56,032,693	58,012,165	58,012,165	17,066,040	12,529,586
4420	LEASE INCOME	937,700	937,700	933,149	937,700	937,700	936,096	937,700
	IPFA TOTAL	**$ 62,812,370**	**$ 62,812,370**	**$ 60,122,485**	**$ 59,449,865**	**$ 59,449,865**	**$ 20,506,419**	**$ 16,607,286**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
IPFA EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
IPFA EXPENDITURES								
5120.01	PROFESSIONAL SERVICES	$ 6,000	$ 6,000	$ 7,195	$ 8,000	$ 8,000	$ 4,896	$ 7,000
5120.03	AUDIT SERVICES	-	-	808,620	-	-	-	-
5710	LEASE OBLIGATION- PFA	373,150	373,150	373,144	373,150	373,150	-	373,150
5790	MISCELLANEOUS	-	-	-	-	-	-	-
9450	BOND PRINCIPAL PAYMENT	485,000	485,000	-	27,699,825	27,699,825	-	-
9450.18	PFA - 2010 REFUNDING LEASE	810,000	810,000	810,000	845,000	845,000	845,000	880,000
9450.24	2015B SUBORDINATE SALES TAX	-	-	485,000	505,000	505,000	-	520,000
9451.18	PFA - 2010 REFUNDING LEASE	125,190	125,190	125,188	92,090	92,090	92,087	57,038
9451.24	2015B SUBORDINATE SALES TAX	3,717,700	3,717,700	3,712,170	3,704,360	3,704,360	3,704,360	3,687,948
9470.01	2015 A PROJ # 1 TAX ALLOC REV	36,180,000	36,180,000	36,180,000	36,945,000	36,945,000	36,945,000	37,925,000
9470.02	2015 A PROJ # 2 TAX ALLOC REV	700,000	700,000	700,000	735,000	735,000	735,000	770,000
9470.03	2015 B PROJ # 2 TAX ALLOC REV	16,040,000	16,040,000	32,040,000	16,420,000	16,420,000	53,330,000	50,905,000
9470.04	2015 A PROJ # 2 SUB TAX ALLOC REV	3,255,000	3,255,000	10,395,000	-	-	-	-
9470.05	2015 A PROJ # 3 TAX ALLOC REV	710,000	710,000	710,000	740,000	740,000	740,000	780,000
9470.06	2015 B PROJ # 3 TAX ALLOC REV	3,110,000	3,110,000	3,110,000	3,325,000	3,325,000	3,325,000	3,425,000
9471.01	2015 A PROJ # 1 TAX ALLOC REV	6,667,535	6,667,535	6,667,535	5,870,490	5,870,490	5,870,490	4,840,094
9471.02	2015 A PROJ # 2 TAX ALLOC REV	332,250	332,250	332,250	297,250	297,250	297,250	260,500
9471.03	2015 B PROJ # 2 TAX ALLOC REV	10,336,065	10,336,065	10,656,064	9,135,565	9,135,565	9,135,563	6,774,819
9471.04	2015 A PROJ # 2 SUB TAX ALLOC REV	597,715	597,715	597,713	-	-	-	-
9471.05	2015 A PROJ # 3 TAX ALLOC REV	336,250	336,250	336,250	300,750	300,750	300,750	263,750
9471.06	2015 B PROJ # 3 TAX ALLOC REV	1,524,185	1,524,185	1,524,187	1,461,985	1,461,985	1,461,987	1,362,237
9454	REDEMPTION PREMIUM	-	-	-	-	-	738,200	745,000
9750	FISCAL AGENT FEES	17,500	17,500	12,600	18,900	18,900	6,000	8,000
	TOTAL	**$ 85,323,540**	**$ 85,323,540**	**$ 109,582,916**	**$ 108,477,365**	**$ 108,477,365**	**$ 117,531,583**	**$ 113,584,536**

Civic Recreational Industrial Authority ("CRIA")

City of Industry | FY 2019/20 Proposed Budget

CIVIC RECREATIONAL INDUSTRIAL AUTHORITY AND EXPO CENTER
PROPOSED ANNUAL BUDGET
REVENUE DETAIL

		REVENUE SUMMARY BY FUND	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
CRIA									
	4300.01	BANK INTEREST INCOME	$ 10	$ 10	$ 2	$ 10	$ 10	$ -	$ 10
	4300.02	INVESTMENT INTEREST	600	600	1,775	1,200	1,200	1,610	3,000
		CRIA TOTAL	$ 610	$ 610	$ 1,777	$ 1,210	$ 1,210	$ 1,610	$ 3,010
EXPO SPEEDWAY									
	8142	BAR SALES	$ 68,075	$ 68,075	$ 47,030	$ 53,030	$ 53,030	$ 32,183	$ 50,000
	8165	CONCESSION SALES	63,960	63,960	40,455	42,465	42,465	25,352	40,800
	8156	VENDOR FEE	1,360	1,360	1,134	1,280	1,280	684	1,200
	8157	PARKING FEES	22,170	22,170	17,688	19,725	19,725	10,295	17,400
	4440	MISCELLANEOUS INCOME	2,850	2,850	1,131	2,100	2,100	2,887	1,200
	4510	MERCHANDISE INCOME	12,890	12,890	8,347	9,585	9,585	-	6,300
	8140	RIDER PRIZE MONEY	40,465	40,465	38,803	39,140	39,140	11,343	31,100
	8149	BACK GATE ADMISSION- SPEEDWAY	-	-	-	-	-	-	-
	8150	SPEEDWAY - GENERAL ADMISSION	71,070	71,070	72,986	69,495	69,495	39,010	74,900
	8179	SPEEDWAY SPONSORSHIPS	34,965	34,965	39,070	40,315	40,315	-	19,600
		EXPO SPEEWAY TOTAL	$ 317,805	$ 317,805	$ 266,644	$ 277,135	$ 277,135	$ 121,754	$ 242,500
EXPO BANQUET									
	8141	BANQUET RENTALS	$ 305,270	$ 305,270	$ 323,988	$ 297,995	$ 297,995	$ 223,146	$ 368,000
	8142	BAR SALES	284,825	284,825	306,526	284,470	284,470	213,051	342,100
	8156	VENDOR FEES	30	30	-	100	100	-	-
	8164	SECURITY REVENUE	57,730	57,730	50,955	53,655	53,655	33,560	55,700
	8165	CONCESSION SALES	4,055	4,055	18,956	20,845	20,845	11,460	19,500
	8168	EQUIPMENT RENTAL - BANQUET	2,890	2,890	2,229	2,230	2,230	1,808	2,900
	8180	RENTER CERT OF INSURANCE	-	-	-	-	-	-	-
	8189	BANQUET TULIP INS	14,900	14,900	14,200	13,440	13,440	9,500	16,300
	4440	MISCELLANEOUS INCOME	930	930	112	495	495	1,402	1,500
		EXPO BANQUET TOTAL	$ 670,630	$ 670,630	$ 716,965	$ 673,230	$ 673,230	$ 493,927	$ 806,000

EXPO GRAND ARENA								
8142	BAR SALES	$ 264,360	$ 264,360	$ 531,131	$ 451,090	$ 451,090	$ 234,699	$ 568,300
8164	SECURITY REVENUE	35,865	35,865	99,654	63,410	63,410	61,694	138,600
8165	CONCESSION SALES	123,795	123,795	121,557	104,165	104,165	94,846	159,200
8168	EQUIPMENT RENTAL - BANQUET	9,150	9,150	8,370	9,150	9,150	17,974	20,300
4444	MISCELLANEOUS ARENA INCOME	1,250	1,250	4,030	1,495	1,495	12,000	7,300
8035	SHOW BARN STALL RENTAL	34,150	34,150	46,754	46,410	46,410	23,415	47,200
8042	LIGHTING	11,565	11,565	20,499	17,135	17,135	14,364	26,500
8044	AUDIO/VIDEO TECH SUPPORT	4,885	4,885	7,255	6,515	6,515	4,156	5,400
8045	RV PARKING	9,055	9,055	10,820	12,890	12,890	8,515	13,300
8046	GROUND PREP FEE	655	655	1,625	1,550	1,550	2,308	3,400
8151	ARENA RENTALS	79,835	79,835	159,935	128,625	128,625	127,064	232,600
8153	SHAVINGS SALES	4,665	4,665	5,700	5,180	5,180	5,662	7,800
8155	CLEAN UP & TEAR DOWN FEES	4,560	4,560	4,620	2,750	2,750	4,490	8,100
8156	VENDOR FEE	8,610	8,610	23,075	12,040	12,040	11,484	25,800
8157	PARKING FEES	86,020	86,020	152,800	154,590	154,590	131,582	194,500
8158	OUTDOOR ARENA	3,045	3,045	5,800	3,990	3,990	3,900	7,900
8225	OUTSIDE SERVICE ARENA	-	-	-	-	-	-	13,300
8167	FEED SALES	465	465	-	-	-	-	-
	EXPO GRAND ARENA TOTAL	$ 681,930	$ 681,930	$ 1,203,625	$ 1,020,985	$ 1,020,985	$ 758,154	$ 1,479,500
EXPO ADMINISTRATIVE ACCOUNT								
4440	MISCELLANEOUS INCOME	$ 9,240	$ 9,240	$ 11,303	$ 9,580	$ 9,580	$ 9,133	$ 13,900
	EXPO ADMINISTRATIVE TOTAL	$ 9,240	$ 9,240	$ 11,303	$ 9,580	$ 9,580	$ 9,133	$ 13,900
	TOTAL EXPO CENTER	**$ 1,679,605**	**$ 1,679,605**	**$ 2,198,537**	**$ 1,980,930**	**$ 1,980,930**	**$ 1,382,968**	**$ 2,541,900**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
CRIA EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
CRIA ADMINISTRATION CITY								
5011	BOARD SALARIES	$ 42,525	$ 42,525	$ 32,598	$ 34,760	$ 34,760	$ 24,106	$ 38,000
5027	MEDICARE	625	625	463	500	500	359	600
5030	STATE UNEMPLOYMENT	900	900	-	900	900	-	-
5032	STATE EMPLOYMENT & TRAINING TAX	25	25	-	25	25	-	-
5040	PARS - ARS	1,600	1,600	1,222	1,300	1,300	904	1,400
5012	GENERAL INSURANCE AND BONDING	45,000	45,000	25,990	45,000	45,000	24,807	26,000
5015	PAYROLL TAXES	1,500	1,500	-	-	-	-	-
5025	MISCELLANEOUS	500	500	13,015	500	500	-	-
5068	LANDSCAPE MAINTENANCE	-	-	245,129	240,000	240,000	192,081	263,000
5120.01	PROFESSIONAL SERVICES	88,000	88,000	67,323	145,000	145,000	82,529	113,000
5120.02	LEGAL SERVICES	5,000	5,000	-	5,000	5,000	-	5,000
5120.04	ACCOUNTING SERVICES	16,000	16,000	26,529	-	-	548	1,000
5130	PLANNING, SURVEY AND DESIGN	10,000	10,000	15	-	-	-	-
5900	GENERAL ENGINEERING	30,000	30,000	825	30,000	30,000	-	-
8510	PROPERTY MAINTENANCE	80,000	160,000	131,245	80,000	80,000	40,035	71,000
5610	TRAVEL AND MEETINGS	-	-	-	-	-	107	200
5620	VEHICLE EXPENSES	6,000	6,000	6,174	6,000	6,000	4,901	7,000
5730.01	UTILITIES - GAS	1,000	1,000	793	1,000	1,000	540	1,000
5730.02	UTILITIES - WATER	-	-	-	-	-	141	200
5640	ADVERTISING AND PRINTING	2,000	2,000	-	2,000	2,000	-	-
9010	FURNITURE, EQUIPMENT AND FIXTURES	-	-	-	-	-	19,511	-
	TOTAL	**$ 330,675**	**$ 410,675**	**$ 551,321**	**$ 591,985**	**$ 591,985**	**$ 390,569**	**$ 527,400**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
EXPO EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
CRIA SPEEDWAY								
5120	OUTSIDE SERVICES	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5560	EQUIPMENT RENTAL	155	155	-	-	-	-	-
5630	INSURANCE & BOND	13,470	13,470	28,651	14,900	14,900	12,459	30,200
5750	SUPPLIES	5,920	5,920	16,112	19,490	19,490	14,342	22,000
5753	CONCESSION SUPPLIES	21,450	21,450	14,367	17,510	17,510	9,694	16,300
5756	AUDIO/VIDEO	490	490	-	-	-	-	-
5757	PROMOTIONAL EXPENSES	71,915	71,915	21,994	21,620	21,620	4,773	12,700
5761	COST OF ALCOHOL	16,570	16,570	9,021	10,590	10,590	8,149	11,700
5781	MERCHANDISE	13,815	13,815	4,086	8,705	8,705	1,055	3,500
5790	MISCELLANEOUS	270	270	2,766	100	100	641	3,500
6140	SPECIAL SECURITY EXP	26,060	26,060	16,005	14,725	14,725	10,918	18,000
6145	RIDER PRIZE MONEY PAYOUT	54,595	54,595	48,410	52,365	52,365	31,967	45,600
6220	CONTRACT LABOR - CONCESSIONS	77,440	77,440	60,177	53,800	53,800	26,412	51,300
6225	OUTSIDE SERVICE	16,625	16,625	13,410	9,205	9,205	8,050	14,800
9010	FURNITURE, EQUIPMENT & FIXTURES	7,100	7,100	26	-	-	-	100
	TOTAL	$ 325,875	$ 325,875	$ 235,025	$ 223,010	$ 223,010	$ 128,460	$ 229,700
CRIA BANQUET								
6220	CONTRACT LABOR	$ 199,500	$ 199,500	$ 270,998	$ 269,140	$ 269,140	$ 123,363	$ 254,900
5550	REPAIR AND MAINTENANCE EQUIPMENT	-	-	2,801	2,000	2,000	255	1,500
5560	EQUIPMENT RENTAL	-	-	-	-	-	2,566	2,700
5745	SALES TAX - EXPO CENTER	-	-	-	445	445	(55)	-
5630	INSURANCE & BOND	10,600	10,600	12,101	-	-	9,000	18,900
8510	PROPERTY MAINTENANCE	4,775	4,775	7,328	8,135	8,135	4,518	4,800
5757	PROMOTIONAL EXPENSES	23,680	23,680	13,557	18,760	18,760	6,185	9,900
5780	BAD DEBT EXPENSE	-	-	3,000	-	-	-	1,200
5790	MISCELLANEOUS	2,470	2,470	1,230	2,100	2,100	2,761	3,800
6140	SPECIAL SECURITY EXP	49,490	49,490	59,206	42,350	42,350	39,498	70,700
5750	SUPPLIES	15,050	15,050	12,552	14,080	14,080	7,977	13,700
5753	CONCESSION SUPPLIES	1,355	1,355	7,893	8,420	8,420	5,446	7,800
5754	BAR SUPPLIES	1,670	1,670	8,876	8,060	8,060	662	1,900
5761	COST OF ALCOHOL	73,130	73,130	88,989	64,900	64,900	49,624	80,000
6225	O/S SERVICE BANQUETS	-	-	-	-	-	-	2,400
9010	FURNITURE, EQUIPMENT & FIXTURES	10,695	10,695	1,515	3,940	3,940	3,654	4,800
	TOTAL	$ 392,415	$ 392,415	$ 490,046	$ 442,330	$ 442,330	$ 255,454	$ 479,000

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
EXPO EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
CRIA GRAND ARENA								
5560	EQUIPMENT RENTAL	$ 1,235	$ 1,235	$ 5,174	$ 3,485	$ 3,485	$ 2,985	$ 7,500
5750	SUPPLIES	18,715	18,715	18,979	16,850	16,850	9,544	20,400
5753	CONCESSION SUPPLIES	41,510	41,510	50,619	40,530	40,530	34,866	63,500
5754	BAR SUPPLIES	4,185	4,185	14,728	15,390	15,390	4,501	6,900
5756	AUDIO/VIDEO	27,070	27,070	382	2,525	2,525	-	-
5757	PROMOTIONAL EXPENSES	24,365	24,365	12,907	24,580	24,580	9,157	13,200
5761	COST OF ALCOHOL	65,100	65,100	93,476	88,000	88,000	51,294	132,900
5762	COST OF SHAVINGS	4,315	4,315	4,787	5,390	5,390	3,830	4,600
5763	COST OF FEED	690	690	300	-	-	1,750	2,100
5780	BAD DEBT EXPENSE	-	-	3,000	-	-	6,750	12,300
5790	MISCELLANEOUS	2,500	2,500	1,603	1,365	1,365	1,235	2,900
5800	CONTRACT LABOR - CONCESSIONS	56,760	56,760	65,675	61,000	61,000	53,072	95,800
6140	SPECIAL SECURITY EXP	53,900	53,900	95,629	77,300	77,300	55,592	119,700
6220	CONTRACT LABOR	167,550	167,550	228,192	225,085	225,085	116,997	222,900
6225	OUTSIDE SERVICE	31,850	31,850	53,005	38,550	38,550	34,292	81,500
8158	PARKING FEE REBATE	-	-	9,819	-	-	18,945	-
8510	PROPERTY MAINTENANCE	18,415	18,415	(8,889)	-	-	5,373	7,700
9010	FURNITURE, EQUIPMENT & FIXTURES	12,315	12,315	5,350	4,710	4,710	3,955	9,600
	TOTAL	$ 530,475	$ 530,475	$ 654,736	$ 604,760	$ 604,760	$ 414,138	$ 803,500
CRIA ADMIN ACCOUNT								
441.01	CASH OVER/SHORT	$ -	$ -	$ 4,359	$ -	$ -	$ 513	$ 1,300
5120	OUTSIDE SERVICES	21,655	21,655	47,725	42,380	42,380	20,939	42,800
5120.01	PROFESSIONAL SERVICES	-	-	-	-	-	-	-
5530	COMPUTER SOFTWARE & SUPPLIES	620	620	5,103	3,745	3,745	800	2,400
5550	REPAIR AND MAINTENANCE EQUIPMENT	40,020	40,020	5,085	24,905	24,905	338	1,600
5560	EQUIPMENT RENTAL	7,055	7,055	9,205	6,570	6,570	8,103	14,900
5610	TRAVEL AND MEETINGS	3,505	3,505	2,456	2,265	2,265	678	1,900
5640	ADVERTISING AND PRINTING	-	-	76	100	100	1,763	1,800
5680	EMPLOYEE TRAINING	1,960	1,960	-	1,000	1,000	-	-
5690	DUES, SUBSCRIPTIONS, BOOKS, ETC	1,285	1,285	7,699	4,765	4,765	4,562	8,800
5720	TELEPHONE	18,285	18,285	10,724	13,535	13,535	5,118	10,100
5731	POSTAGE	9,005	9,005	2,411	4,170	4,170	2,044	3,400
5750	SUPPLIES	35,635	35,635	25,763	29,740	29,740	15,587	26,800
5770	BANK FEES	16,345	16,345	16,599	13,465	13,465	14,844	23,800
5790	MISCELLANEOUS	1,410	1,410	745	1,500	1,500	1,041	600
6220	CONTRACT LABOR	281,320	281,320	376,493	281,110	281,110	191,081	302,900
9010	FURNITURE, EQUIPMENT & FIXTURES	1,595	1,595	629	2,760	2,760	204	300
	TOTAL	$ 439,695	$ 439,695	$ 515,072	$ 432,010	$ 432,010	$ 267,615	$ 443,400

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
EXPO EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
CRIA GENERAL ACCOUNT								
5120	OUTSIDE SERVICES	$ 187,485	$ 187,485	$ 210,195	$ 211,600	$ 211,600	$ 182,333	$ 213,200
5550	REPAIR AND MAINTENANCE EQUIPMENT	1,075	1,075	4,988	3,130	3,130	10,360	13,800
5620	VEHICLE EXPENSES	26,225	26,225	29,966	40,055	40,055	42,642	61,600
5630	INSURANCE & BOND	12,095	12,095	-	12,095	12,095	-	12,400
5720	TELEPHONE	685	685	6,384	4,050	4,050	3,161	7,700
5750	SUPPLIES	11,920	11,920	21,521	17,955	17,955	9,124	18,200
6220	CONTRACT LABOR	118,680	118,680	148,030	163,680	163,680	51,359	108,700
8040	UTILITIES	148,615	148,615	155,503	153,800	153,800	104,625	173,300
8510	PROPERTY MAINTENANCE	168,395	168,395	120,722	138,285	138,285	117,945	126,000
9010	FURNITURE, EQUIPMENT & FIXTURES	4,115	4,115	3,311	8,315	8,315	481	1,900
	TOTAL	$ 679,290	$ 679,290	$ 700,620	$ 752,965	$ 752,965	$ 522,030	$ 736,800
	TOTAL EXPO CENTER	**$ 2,367,750**	**$ 2,367,750**	**$ 2,595,499**	**$ 2,455,075**	**$ 2,455,075**	**$ 1,587,697**	**$ 2,692,400**

Industry Public Utilities Commission

City of Industry | FY 2019/20 Proposed Budget

INDUSTRY PUBLIC UTILITY COMMISSION
PROPOSED ANNUAL BUDGET
REVENUE DETAIL

	REVENUE SUMMARY BY FUND	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
IPUC -ELECTRICITY								
4103	ELECTRICITY SALES	$ 4,470,000	$ 4,470,000	$ -	$ -	$ -	$ -	$ -
4103.01	ELECTRICITY SALE - LARGE COMMERCIAL	-	-	3,516,302	3,630,000	3,630,000	2,537,183	3,901,000
4103.02	ELECTRICITY SALES - ;ARGE GENERAL SERV.	-	-	841,615	872,900	872,900	573,265	784,000
4103.03	ELECTRICITY SALES - SMALL COMMERCIAL	-	-	88,351	90,000	90,000	51,396	71,000
4103.04	ELECTRICITY SALES - RESIDENTIAL	-	-	13,807	14,500	14,500	10,249	15,000
4104	METER SERVICE CHARGE	34,500	34,500	-	30,000	30,000	-	-
4300.01	INTEREST INCOME	-	-	-	-	-	-	-
4300.02	INVESTMENT INTEREST INCOME	20,000	20,000	111,782	50,000	50,000	155,409	170,000
4355	OTHER INCOME	-	-	-	-	-	51,935	71,000
5000	SOLAR PROJECT ENERGY REVENUES	800,000	800,000	638,275	800,000	800,000	596,887	694,000
		$ 5,324,500.00	$ 5,324,500.00	$ 5,210,131.20	$ 5,487,400.00	$ 5,487,400.00	$ 3,976,324.40	$ 5,706,000.00
IPUC - RECLAIMED WATER								
4115	RECLAIMED WATER SALES	$ 1,200,000	$ 1,200,000	$ 1,313,703	$ 1,300,000	$ 1,300,000	$ 571,786	$ 1,404,000
4300.02	INVESTMENT INTEREST INCOME	20,000	20,000	75,801	50,000	50,000	95,267	131,000
4355	OTHER INCOME	5,000	5,000	2,637	5,000	5,000	2,637	3,000
	IPUC - RECLAIMED WATER TOTAL	$ 1,225,000	$ 1,225,000	$ 1,392,141	$ 1,355,000	$ 1,355,000	$ 669,690	$ 1,538,000
IPUC - PORTABLE WATER								
4000	WATER SALE	$ 1,250,000	$ 1,250,000	$ 1,226,640	$ 1,317,750	$ 1,317,750	$ 483,313	$ 1,239,000
4001	SERVICE CHARGES	600,000	600,000	607,693	600,000	600,000	241,772	618,600
4002	CUSTOMER CHARGES	21,000	21,000	111,322	21,000	21,000	8,215	21,000
4003	FIRE SERVICES DC CHARGES	88,100	88,100	10,823	88,000	88,000	37,331	105,000
4440	MISCELLANEOUS INCOME	27,500	27,500	41,316	30,000	30,000	19,449	42,500
	IPUC - PORTABLE WATER TOTAL	$ 1,986,600	$ 1,986,600	$ 1,997,793	$ 2,056,750	$ 2,056,750	$ 790,079	$ 2,026,100
	IPUC TOTAL	**$ 8,536,100**	**$ 8,536,100**	**$ 8,600,066**	**$ 8,899,150**	**$ 8,899,150**	**$ 5,436,093**	**$ 9,270,100**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
ELECTRIC FUND EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
ELECTRIC FUND								
5001	SALARIES	$ 22,875	$ 22,875	$ 21,830	$ 25,770	$ 25,770	$ 8,914	$ -
5011	BOARD SALARIES	800	800	-	-	-	-	-
5016	CALPERS - EMPLOYER	2,180	2,180	2,247	2,560	2,560	439	-
5020	CALPERS - EMPLOYEE	1,860	1,860	1,703	2,090	2,090	317	-
5039	PARS - EMPLOYER	1,485	1,485	1,478	1,675	1,675	275	-
5026	EPMC	1,600	1,600	-	1,805	1,805	-	-
5027	MEDICARE	415	415	317	450	450	129	-
5028	LIFE INSURANCE	280	280	280	280	280	47	-
5037	AD & D	5	5	9	5	5	1	-
5631	WORKERS COMPENSATION	-	-	-	900	900	101	-
5030	STATE UNEMPLOYMENT	180	180	70	180	180	-	-
5031	DISABILITY	160	160	109	-	-	-	-
5031.01	DISABILITY LONG TERM	-	-	36	185	185	24	-
5031.02	DISABILITY SHORT TERM	110	110	99	125	125	17	-
5038	LONG TERM CARE	330	330	273	330	330	55	-
5032	STATE EMPLOYMENT & TRAINING TAX	5	5	2	5	5	-	-
5017	MEDICAL PREMIUMS	5,585	5,585	5,392	5,255	5,255	876	-
5017.02	MEDICAL REIMBURSEMENTS	1,000	1,000	500	1,000	1,000	500	-
5033	DENTAL PREMIUMS	405	405	418	430	430	72	-
5036	BANK FEES	-	-	-	-	-	480	-
5034	VISION PREMIUMS	100	100	99	100	100	17	-
5041	1959 SURVIVORS BENEFIT	-	-	3	-	-	17	-
5012	INSURANCE AND BONDS	3,500	3,500	4,543	3,500	3,500	3,137	5,000
5013	TELEPHONE	37,000	37,000	29,785	12,000	39,000	20,084	39,000
5021	DUES,SUBSCRIPTIONS,BOOKS,	4,680	4,680	3,309	4,000	29,000	4,369	5,000
5025	MISCELLANEOUS	1,000	1,000	30	1,000	1,000	-	5,000
5060.01	SPECIAL TAXES AND FEES- ELECTRIC	-	-	139,902	-	79,000	42,314	25,000
5120.01	PROFESSIONAL SERVICES	2,913,000	2,913,000	1,400,530	170,000	763,000	326,601	301,000
5120.02	LEGAL SERVICES	25,000	25,000	280,000	200,000	200,000	-	200,000
5130	PLANNING, SURVEY AND DESIGN	151,000	151,000	46	200,000	200,000	10,493	50,000
5205	CONSTRUCTION COSTS	-	-	-	-	-	40,750	-
5550	REPAIR AND MAINTENANCE EQUIPMENT	200,000	200,000	6,326	50,000	50,000	-	1,000
5560	EQUIPMENT RENTAL	-	-	2,789	-	-	-	5,000
5562	OFFICE EQUIPMENT & FURNITURE	-	-	3,487	-	-	24,021	-
5640	ADVERTISING AND PRINTING	-	-	-	5,000	5,000	-	5,000
5695.01	COMPUTER SERVICES	-	-	10,632	-	11,000	8,060	10,000
5730	UTILITIES	467,000	467,000	-	-	-	-	-
5730.01	UTILITIES - GAS	-	-	615	1,200	1,200	400	2,000
5730.03	UTILITIES - ELECTRICITY	-	-	395,053	385,000	385,000	273,456	385,000
8510	PROPERTY MAINTENANCE	-	-	652	5,000	5,000	4,766	5,000
6415	ENERGY REBATE	-	-	-	-	-	-	160,000
5900	GENERAL ENGINEERING	2,500	2,500	113,110	60,000	625,000	388,822	650,000
6200	CONTRACT LABOR - PROFESSIONAL TECH. SERV.	50,000	50,000	68,515	70,000	100,000	46,997	410,000
6325	DEPRECIATION	80,000	80,000	92,753	80,000	80,000	-	80,000
6414	ELECTRIC PURCHASE POWER	3,010,000	3,010,000	2,148,784	2,800,000	2,800,000	1,590,542	2,900,000
	TOTAL	**$ 6,984,055**	**$ 6,984,055**	**$ 4,735,726**	**$ 4,089,845**	**$ 5,419,845**	**$ 2,797,093**	**$ 5,243,000**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
ELECTRIC UTILITY METROLINK DIVISION EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2017-18	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
ELECTRIC UTILITY - METROLINK DIVISION								
5013	TELEPHONE	$ 12,600	$ 12,600	$ 7,520	$ 45,000	$ 45,000	$ 8,857	$ 30,000
5021	DUES AND SUBSCRIPTIONS	2,000	2,000	125	1,000	1,000	125	1,000
5025	MISCELLANEOUS	-	-	-	1,000	1,000	-	1,000
5062	BUILDING MAINTENANCE	-	-	-	-	-	-	-
5065	OTHER CONTRACTED SERVICES	35,000	35,000	34,750	65,000	65,000	36,905	-
5068	LANDSCAPE MAINTENANCE	-	-	-	-	-	-	-
5120.01	PROFESSIONAL SERVICES	135,000	135,000	-	-	-	-	30,000
5130	PLANNING, SURVEY AND DESIGN	-	-	-	-	-	-	-
5550	REPAIR AND MAINTENANCE EQUIPMENT	-	-	-	15,000	15,000	-	70,000
5565	SMALL EQUIPMENT & SUPPLIES	-	-	-	-	-	-	130,000
5695	COMPUTER SUPPLIES AND SERVICES	25,000	25,000	1,554	-	-	1,920	1,000
5695.01	COMPUTER SERVICES	-	-	36,745	3,000	3,000	14,675	5,000
5695.03	COMPUTER LICENSES	-	-	-	25,000	25,000	-	-
5730	UTILITIES	37,500	37,500	476	-	-	-	-
5730.03	UTILITIES - GAS	-	-	44,823	50,000	50,000	38,892	50,000
5900	GENERAL ENGINEERING	3,000	3,000	17,335	5,000	5,000	35,139	50,000
	TOTAL	**$ 250,100**	**$ 250,100**	**$ 143,328**	**$ 210,000**	**$ 210,000**	**$ 136,513**	**$ 368,000**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
IPUC EXPENDITURES (RECLAIMED WATER)

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
IPUC EXPENDITURES (RECLAIMED WATER)								
5011	BOARD SALARIES	$ 16,640	$ 16,640	$ 15,330	$ 17,305	$ 17,305	$ 11,498	$ 16,000
5027	MEDICARE	-	-	222	250	250	167	300
5031	DISABILITY	-	-	950	950	950	713	1,000
5012	GENERAL INSURANCE AND BONDING	15,300	15,300	2,468	15,000	15,000	4,718	5,000
5015	PAYROLL TAXES	1,455	1,455	-	-	-	-	-
5018	OFFICE SUPPLIES & POSTAGE	800	800	-	1,500	1,500	-	-
5025	MISCELLANEOUS	500	500	-	1,000	1,000	-	-
5110	ACCOUNTING FEES	600	600	636	-	-	503	1,000
5120.01	PROFESSIONAL SERVICES	-	-	-	10,000	10,000	-	-
5120.02	LEGAL SERVICES	-	-	120	50,000	50,000	-	-
5120.03	AUDIT SERVICES	10,000	10,000	-	-	-	-	-
5130	PLANNING, SURVEY AND DESIGN	9,000	9,000	-	-	-	-	-
5550	REPAIR AND MAINTENANCE EQUIPMENT	250,000	250,000	-	50,000	50,000	-	-
5610	TRAVEL AND MEETINGS	-	-	42	500	500	-	-
5730	UTILITIES	318,000	318,000	-	-	-	-	-
5730.03	UTILITIES - ELECTRIC	-	-	172,658	180,000	180,000	136,134	210,000
5740	PROPERTY TAXES AND ASSESSMENTS	7,000	7,000	7,056	10,000	10,000	8,247	10,000
5900	GENERAL ENGINEERING	-	-	753	15,000	15,000	-	-
6200	CONTRACT LABOR - PROFESSIONAL AND TECHNICAL SERVICES	190,000	190,000	108,924	190,000	190,000	37,123	118,000
9060	RECLAIMED WATER SYSTEM	320,000	320,000	348,620	330,000	330,000	-	318,000
	TOTAL	**$ 1,139,295**	**$ 1,139,295**	**$ 657,779**	**$ 871,505**	**$ 871,505**	**$ 199,103**	**$ 679,300**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
IPUC EXPENDITURES (POTABLE WATER)

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
IPUC EXPENDITURES (POTABLE WATER)								
5001	SALARIES	$ 403,100	$ 403,100	$ 408,724	$ 424,800	$ 424,800	$ 173,197	$ 437,200
5012	GENERAL INSURANCE AND BONDING	25,300	25,300	18,955	15,000	15,000	14,787	15,000
5015	PAYROLL TAXES	29,000	29,000	29,215	30,370	30,370	12,202	31,700
5017	GROUP MEDICAL/DENTAL	139,000	139,000	143,834	149,000	149,000	58,987	150,100
5018	OFFICE SUPPLIES & POSTAGE	22,500	22,500	19,645	23,000	23,000	8,460	22,700
5019	RETIREMENT PROGRAM	51,600	51,600	54,946	57,440	57,440	24,496	61,900
5120.01	PROFESSIONAL SERVICES	45,000	45,000	15,576	85,000	85,000	2,129	250,000
5301	PURCHASE WATER	382,290	382,290	98,204	395,105	395,105	397,363	258,400
5302	PURCHASE POWER	125,000	125,000	106,299	120,000	120,000	44,079	125,000
5303	ASSESSMENTS	132,770	132,770	57,045	184,750	184,750	11,030	232,700
5430	TRANMISSION & DISTRIBUTION	60,000	60,000	58,499	64,000	64,000	38,517	75,000
5460	OTHER EXPENSES - FIELD SUPPORT	27,000	27,000	31,104	35,000	35,000	9,795	35,000
5470	REGULATORY COMPLIANCE	30,000	30,000	27,491	30,000	30,000	14,117	40,000
5509	BILLING EXPENSE	16,000	16,000	18,882	16,000	16,000	7,578	30,000
5550	REPAIR AND MAINTENANCE EQUIPMENT	174,500	174,500	95,451	159,200	159,200	1,758	86,100
5620	VEHICLE EXPENSES	30,000	30,000	31,553	32,000	32,000	15,310	36,000
5631	LIFE INSURANCE AND WORKERS COMPENSATION	7,000	7,000	-	7,000	7,000	-	6,600
5640	ADVERTISING & PRINTING	25,000	25,000	3,923	15,000	15,000	2,188	15,000
5730	UTILITIES	-	-	4,932	-	-	2,560	-
5900	GENERAL ENGINEERING	29,000	29,000	-	25,000	25,000	-	12,000
5999	O AND M FEES	183,890	183,890	183,891	187,570	187,570	92,856	191,400
8104	SERVICE LINE REPLACEMENTS	30,000	30,000	44,432	30,000	30,000	25,936	30,000
8105	FH LATERALS	9,000	9,000	-	6,300	6,300	-	6,300
8106	VALVE REPLACEMENTS	25,000	25,000	-	19,500	19,500	-	19,500
8510	PROPERTY MAINTENACNE	-	-	20,607	-	-	119	-
	TOTAL	**$ 2,001,950**	**$ 2,001,950**	**$ 1,473,208**	**$ 2,111,035**	**$ 2,111,035**	**$ 957,464**	**$ 2,167,600**

Successor Agency to the IUDA

City of Industry | FY 2019/20 Proposed Budget

SUCCESSOR AGENCY
PROPOSED ANNUAL BUDGET
REVENUE SUMMARY

REVENUE SUMMARY BY FUND	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
SUCCESSOR AGENCY							
ADMINISTRATION - 220	$ 100	$ 100	$ 37	$ 600	$ 600	$ -	$ 100
PROJECT AREA # 1 - 221	1,196,325	1,196,325	2,389,892	1,200,000	1,200,000	5,405,229	7,762,000
PROJECT AREA #2 - 222	7,163,250	7,163,250	8,956,813	6,520,000	6,520,000	7,773,420	7,595,000
PROJECT AREA # 3 - 223	15,000	15,000	35,915	15,000	15,000	34,558	48,000
PUBLIC WORKS - 230	7,500	7,500	3,754	7,500	7,500	-	-
LAND - 231	5,100	5,100	828,708	25,000	25,000	47,431,113	1,003,000
RPTTF FUND - 240	-	-	-	-	-	-	49,881,452
DEBT SERVICES / PROJECT AREA #1 - 241	40,733,760	40,733,760	41,669,682	41,548,430	41,548,430	23,047,214	42,037,400
DEBT SERVICES / PROJECT AREA #2 - 242	10,060,300	10,060,300	11,056,667	10,261,500	10,261,500	5,251,216	11,121,600
DEBT SERVICES / PROJECT AREA #3 - 243	6,230,625	6,230,625	6,513,994	6,355,240	6,355,240	3,363,972	6,559,600
TOTAL SUCCESSOR AGENCY	**$ 65,411,960**	**$ 65,411,960**	**$ 71,455,462**	**$ 65,933,270**	**$ 65,933,270**	**$ 92,306,722**	**$ 126,008,152**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
REVENUE DETAIL - SA

	REVENUE SUMMARY BY FUND	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
	SUCCESSOR AGENCY							
	ADMINSTRATION - 220							
220-200-4300.01	BANK INTEREST INCOME	$ 100	$ 100	$ 37	$ 100	$ 100	$ -	$ 100
220-200-4355	OTHER INCOME	-	-	-	500	500	-	-
	SA ADMINSTATION TOTAL	$ 100	$ 100	$ 37	$ 600	$ 600	$ -	$ 100
	PROJECT AREA #1 - 221							
221-200-4300.01	BANK INTEREST INCOME	$ 1,000	$ 1,000	$ 1,198	$ 1,000	$ 1,000	$ 1,036	$ 2,000
221-200-4300.02	INVESTMENT INTEREST INCOME	100,000	100,000	220,950	100,000	100,000	119,446	164,000
221-200-4300.03	US BANK INTEREST INCOME	-	-	8,051	-	-	-	-
221-200-4330	LOAN INTEREST INCOME	750,000	750,000	493,748	750,000	750,000	353,143	750,000
221-200-4340	RENTAL INCOME	345,325	345,325	1,665,946	349,000	349,000	1,144,873	1,670,000
221-200-4355	OTHER INCOME	-	-	-	-	-	3,786,732	5,176,000
	PROJECT AREA # 1 TOTAL	$ 1,196,325	$ 1,196,325	$ 2,389,892	$ 1,200,000	$ 1,200,000	$ 5,405,229	$ 7,762,000
	PROJECT AREA #2 - 222							
222-200-4300.01	BANK INTEREST INCOME	$ 5,000	$ 5,000	$ 1,816	$ 5,000	$ 5,000	$ 2,812	$ 4,000
222-200-4300.02	INVESTMENT INTEREST INCOME	20,000	20,000	42,452	15,000	15,000	126,879	174,000
222-200-4340	RENTAL INCOME	7,138,250	7,138,250	7,106,668	6,500,000	6,500,000	7,417,577	7,107,000
222-200-4355	OTHER INCOME	-	-	1,805,878	-	-	226,152	310,000
	PROJECT AREA #2 TOTAL	$ 7,163,250	$ 7,163,250	$ 8,956,813	$ 6,520,000	$ 6,520,000	$ 7,773,420	$ 7,595,000
	PROJECT AREA #3 - 223							
223-200-4300.02	INVESTMENT INTEREST INCOME	$ 15,000	$ 15,000	$ 27,209	$ 15,000	$ 15,000	$ 34,558	$ 48,000
223-200-4300.03	US BANK INTEREST INCOME	-	-	8,706	-	-	-	-
	PROJECT AREA #3 TOTAL	$ 15,000	$ 15,000	$ 35,915	$ 15,000	$ 15,000	$ 34,558	$ 48,000
	PUBLIC WORKS - 230							
230-200-4300.01	BANK INTEREST INCOME	$ -	$ -	$ 4	$ -	$ -	$ -	$ -
230-200-4340	RENTAL INCOME	7,500	7,500	3,750	7,500	7,500	-	-
	PUBLIC WORKS TOTAL	$ 7,500	$ 7,500	$ 3,754	$ 7,500	$ 7,500	$ -	$ -
	LAND - 231							
231-200-4300.01	BANK INTEREST INCOME	$ 100	$ 100	$ 702,537	$ 20,000	$ 20,000	$ 729,349	$ 997,000
231-200-4300.02	INVESTMENT INTEREST INCOME	5,000	5,000	3,760	5,000	5,000	4,344	6,000
231-200-4502	PROPERTY SALES PJ #2	-	-	122,411	-	-	46,697,420	-
	LAND TOTAL	$ 5,100	$ 5,100	$ 828,708	$ 25,000	$ 25,000	$ 47,431,113	$ 1,003,000
	RPTTF - 240							
240-200-4300.01	TRANSFER FROM CITY	-	-	-	-	-	-	49,881,452
	RPTTF TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ 49,881,452
	DEBT SERVICE PROJECT AREA #1							
241-200-4030.01	PROPERTY TAX TRUST FUND - PROJECT 1	$ 40,733,660	$ 40,733,660	$ 41,488,310	$ 41,548,330	$ 41,548,330	$ 22,645,976	$ 41,488,400
241-200-4300.03	US BANK INTEREST INCOME	100	100	181,372	100	100	401,238	549,000
	DEBT SERVICE PROJECT AREA #1 TOTAL	$ 40,733,760	$ 40,733,760	$ 41,669,682	$ 41,548,430	$ 41,548,430	$ 23,047,214	$ 42,037,400

	DEBT SERVICE PROJECT AREA #2							
242-200-4030.02	PROPERTY TAX TRUST FUND - PROJECT 2	$ 10,060,200	$ 10,060,200	$ 11,023,541	$ 10,261,400	$ 10,261,400	$ 5,177,720	$ 11,023,600
242-200-4300.03	US BANK INTEREST INCOME	100	100	33,126	100	100	$ 73,496	98,000
	DEBT SERVICE PROJECT AREA #2 TOTAL	$ 10,060,300	$ 10,060,300	$ 11,056,667	$ 10,261,500	$ 10,261,500	$ 5,251,216	$ 11,121,600
	DEBT SERVICE PROJECT AREA #3							
243-200-4030.03	PROPERTY TAX TRUST FUND - PROJECT 3	$ 6,230,625	$ 6,230,625	$ 6,485,540	$ 6,355,240	$ 6,355,240	$ 3,309,940	$ 6,485,600
243-200-4300.03	US BANK INTEREST INCOME	-	-	28,454	-	-	$ 54,032	74,000
	DEBT SERVICE PROJECT AREA #3 TOTAL	$ 6,230,625	$ 6,230,625	$ 6,513,994	$ 6,355,240	$ 6,355,240	$ 3,363,972	$ 6,559,600
	TOTAL SUCCESSOR AGENCY	**$ 65,411,960**	**$ 65,411,960**	**$ 71,455,462**	**$ 65,933,270**	**$ 65,933,270**	**$ 92,306,722**	**$ 126,008,152**
		-	-	0.20	-	-	(0.12)	-
		65,411,960	65,411,960	71,455,462	65,933,270	65,933,270	92,306,722	126,008,152

Successor Agency
PROPOSED ANNUAL BUDGET
SA EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
FUND 220								
5001	SALARIES	$ 593,730	$ 593,730	$ -	$ -	$ -	$ -	$ -
5120.01	PROFESSIONAL SERVICES	279,270	279,270	76,839	-	-	6,058	-
5120.02	LEGAL SERVICES	696,000	696,000	281,056	-	-	-	-
5432	SA IUDA ADMINISTRATION EXPENSES	-	-	1,018,670	1,622,740	1,622,740	1,880,040	1,721,000
8510	PROPERTY MAINTENANCE	65,100	65,100	6,040	-	-	-	-
8510.01	PROPERTY MAINTENANCE - CIVIC FINANCIAL CENTER	509,600	509,600	345,357	564,100	564,100	286,402	-
8510.03	PROPERTY MAINTENANCE - TRES' HERMANOS	127,400	127,400	54,178	-	-	170,734	-
5018	OFFICE SUPPLIES & POSTAGE	-	-	254	-	-	-	-
5025	MISCELLANEOUS	4,000	4,000	118	-	-	-	-
5620	VEHICLE EXPENSES	-	-	979	-	-	-	-
5021	DUES AND SUBSCRIPTIONS	-	-	296	-	-	-	-
5012	GENERAL INSURANCE AND BONDING	49,000	49,000	30,301	-	-	-	-
5220	APPRAISAL FEES	9,000	9,000	-	-	-	-	-
5740	PROPERTY TAXES AND ASSESSMENTS	159,000	159,000	164,593	-	-	100,906	-
	SA ADMINISTRATION TOTAL	$ 2,492,100	$ 2,492,100	$ 1,978,681	$ 2,186,840	$ 2,186,840	$ 2,444,140	$ 1,721,000
FUND 222								
5100	ADMINISTRATIVE COSTS	$ 412,520	$ 412,520	$ 2,000	$ 2,000	$ 2,000	$ -	$ -
5120.01	PROFESSIONAL SERVICES	682,000	682,000	84,756	100,000	100,000	48,823	12,957,072
5130	PLANNING, SURVEY AND DESIGN	11,155,390	11,155,390	8,315,599	15,428,400	15,428,400	2,048,946	4,245,675
5900	GENERAL ENGINEERING	399,000	399,000	462,497	600,000	600,000	256,529	-
5190	SITE CLEARANCE COSTS	470,000	470,000	-	-	-	-	-
5200	PROJECT IMPROVEMENT COSTS	82,280,055	82,280,055	55,704,772	87,327,000	87,327,000	13,787,134	51,542,191
5640	ADVERTISING AND PRINTING	34,300	34,300	2,420	-	-	-	-
5025	MISCELLANEOUS	25,000	25,000	-	-	-	5	24,300
	PROJECT AREA #2 TOTAL	$ 95,458,265	$ 95,458,265	$ 64,572,044	$ 103,457,400	$ 103,457,400	$ 16,141,437	$ 68,769,238
FUND 241								
9470.01	2015 A PROJ # 1 TAX ALLOC REV REFUNDING BOND TAXABLE-PRINCIPAL	$ 36,180,000	$ 36,180,000	$ 32,663,098	$ 36,945,000	$ 36,945,000	$ 35,799,192	$ 37,925,000
9470.02	2015 A PROJ # 1 TAX ALLOC REV REFUNDING BOND TAXABLE-INTEREST	6,667,535	6,667,535	6,667,535	5,870,490	5,870,490	5,870,490	4,840,094
9750	FISCAL AGENT FEES	2,000	2,000	-	4,000	4,000	-	4,000
	DEBT SERVICE PROJECT AREA #1 TOTAL	$ 42,849,535	$ 42,849,535	$ 39,330,633	$ 42,819,490	$ 42,819,490	$ 41,669,682	$ 42,769,094

Successor Agency
PROPOSED ANNUAL BUDGET
SA EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
FUND 242								
9470.02	2015 A PROJ # 2 TAX ALLOC REV REFUNDING BOND TAX EXEMP-PRINCIPAL	$ 700,000	$ 700,000	$ 54,452	$ 735,000	$ 735,000	$ 735,000	$ 770,000
9470.03	2015 B PROJ # 2 TAX ALLOC REV REFUNDING BOND TAXABLE -PRINCIPAL	16,040,000	16,040,000	-	16,420,000	16,420,000	1,575,111	50,905,000
9470.04	2015 A PROJ # 2 SUB TAX ALLOC REV REFUNDING BOND -PRINCIPAL	3,255,000	3,255,000	-	-	-	-	-
9471.02	2015 A PROJ # 2 TAX ALLOC REV REFUNDING BOND TAX EXEMP-INTEREST	332,250	332,250	332,250	297,250	297,250	297,250	260,500
9471.03	2015 B PROJ # 2 TAX ALLOC REV REFUNDING BOND TAXABLE -INTEREST	10,336,065	10,336,065	10,336,064	9,135,565	9,135,565	9,135,563	6,774,818
9471.04	2015 A PROJ # 2 SUB TAX ALLOC REV REFUNDING BOND -INTEREST	597,715	597,715	298,856	-	-	-	-
9750	FISCAL AGENT FEES	2,000	2,000	4,000	4,000	4,000	-	4,000
	DEBT SERVICE PROJECT AREA #2 TOTAL	$ 31,263,030	$ 31,263,030	$ 11,025,622	$ 26,591,815	$ 26,591,815	$ 11,742,924	$ 58,714,318
FUND 243								
9470.05	2015 A PROJ # 3 TAX ALLOC REV REFUNDING BOND TAX EXEMP-PRINCIPAL	$ 710,000	$ 710,000	$ 710,000	$ 740,000	$ 740,000	$ 740,000	$ 780,000
9470.06	2015 B PROJ # 3 TAX ALLOC REV REFUNDING BOND TAXABLE -PRINCIPAL	3,110,000	3,110,000	3,110,000	3,325,000	3,325,000	3,325,000	3,425,000
9741.05	2015 A PROJ # 3 TAX ALLOC REV REFUNDING BOND TAX EXEMP-INTEREST	336,250	336,250	336,250	300,750	300,750	300,750	263,750
9471.06	2015 B PROJ # 3 TAX ALLOC REV REFUNDING BOND TAXABLE -INTEREST	1,524,185	1,524,185	1,524,187	1,461,990	1,461,990	1,461,987	1,362,237
9750	FISCAL AGENT FEES	2,000	2,000	2,000	4,000	4,000	-	4,000
	DEBT SERVICE PROJECT AREA #3 TOTAL	$ 5,682,435	$ 5,682,435	$ 5,682,437	$ 5,831,740	$ 5,831,740	$ 5,827,737	$ 5,834,987
	TOTAL SUCCESSOR AGENCY	**$ 177,745,365**	**$ 177,745,365**	**$ 122,589,417**	**$ 180,887,285**	**$ 180,887,285**	**$ 77,825,920**	**$ 177,808,637**

Industry Property and Housing Management Authority

City of Industry | FY 2019/20 Proposed Budget

INDUSTRY HOUSEING MAMNAGEMENT AUTHORITY
PROPOSED ANNUAL BUDGET
REVENUE DETAIL

		REVENUE SUMMARY BY FUND	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
IPHMA									
	4300.02	INVESTMENT INTEREST INCOME	$ 600	$ 600	$ 449	$ 600	$ 600	$ 82	$ 200
	4340	RENTAL INCOME	216,200	216,200	210,450	210,200	210,200	136,639	252,000
	4355	OTHER INCOME	-	-	-	-	-	45,805	-
		IPHMA TOTAL	**$ 216,800**	**$ 216,800**	**$ 210,899**	**$ 210,800**	**$ 210,800**	**$ 182,527**	**$ 252,200**

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
IPHMA EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2017-18	AMENDED BUDGET 2017-18	ACTUAL 2017-18	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 3/31/2019	PROPOSED BUDGET 2019-20
IPHMA								
5001	SALARIES	$ 22,470	$ 22,470	$ 22,461	$ -	$ 33,000	$ 23,125	$ -
5011	BOARD SALARIES	-	-	-	22,965	22,965	-	39,000
5027	MEDICARE	330	330	328	330	330	335	600
5631	WORKERS COMPENSATION	-	-	-	810	810	-	-
5040	PARS - ARS	840	840	842	855	855	867	2,000
5030	STATE UNEMPLOYMENT	540	540	785	540	540	867	2,000
5031	DISABILITY	780	780	39	-	-	39	100
5032	STATE EMPLOYMENT & TRAINING TAX	15	15	22	15	15	22	40
5012	GENERAL INSURANCE AND BONDING	6,000	6,000	11,092	6,130	6,130	7,659	11,000
5018	OFFICE SUPPLIES AND POSTAGE	1,000	1,000	-	1,000	1,000	-	-
5025	MISCELLANEOUS	-	-	-	-	26,000	13,098	-
5036	BANK FEES	-	-	162	500	500	-	-
5068	LANDSCAPE MAINTEANCE	150,000	150,000	137,469	155,000	155,000	99,811	137,000
5110	ACCOUNTING FEES	-	-	733	-	-	609	1,000
5120.01	PROFESSIONAL SERVICES	-	-	35,000	-	435,000	427,513	20,000
5120.02	LEGAL SERVICES	30,000	90,000	-	35,000	35,000	1,025	2,000
5130	PLANNING, SURVEY AND DESIGN	6,000	6,000	-	-	-	-	-
5610	TRAVEL AND MEETINGS	-	-	88	-	-	-	-
5640	ADVERTISING AND PRINTING	-	-	-	1,000	1,000	-	500
5730	UTILITIES	2,000	2,000	-	-	-	-	-
5730.01	UTILITIES - GAS	-	-	106	1,000	1,000	100	1,000
5730.02	UTILITIES - WATER	10,000	10,000	9,395	20,000	20,000	9,517	15,000
5730.03	UTILITIES - ELECTRIC	-	-	1,348	1,000	1,000	1,464	3,000
5740	PROPERTY TAXES AND ASSESSMENTS	60,000	60,000	45,580	65,000	65,000	90,404	102,000
5900	GENERAL ENGINEERING	40,000	40,000	2,968	40,000	40,000	55,198	85,000
8510	PROPERTY MAINTENANCE	150,000	200,000	104,539	150,000	150,000	58,249	150,000
8515	HOUSING IMPROVEMENTS	100,000	160,000	25,204	160,000	160,000	8,452	-
	TOTAL	**$ 579,975**	**$ 749,975**	**$ 398,161**	**$ 661,145**	**$ 1,155,145**	**$ 798,354**	**$ 571,240**

Capital Improvement Program (CIPs)

City of Industry | FY 2019/20 Proposed Budget

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
CAPITAL IMPROVEMENT BUDGET
FISCAL YEAR 2019-20

	Project Description	PROPOSED BUDGET 2019-20
1	GRADE SEPARATION PROJECTS	$ 4,775,000
2	STREET WIDENING, RECONSTRUCTION, RESURFACING AND SLURRY SEAL	20,630,000
3	BRIDGE WIDENING, SEISMIC RETROFIT AND MAINTEANCE IMPROVEMENTS	11,745,000
4	TRAFFIC SIGNAL IMPROVEMENTS	6,050,000
5	STORM DRAIN IMPROVEMENTS	3,095,000
6	IPUC - WATER UTILITY	2,070,000
7	IPUC - ELECTRIC UTILITY	5,237,000
8	EXPO CENTER AT INDUSTRY HILLS	8,650,000
9	INDUSTRY HILLS GOLD & CONVENTION FACILITIES	765,000
10	OPEN SPACES/ TONNER CANYON/TRES HERMANOS	1,105,000
11	CIVIC CENTER FACILITIES	1,430,000
12	FACILITIES IMPROVEMENTS	4,970,000
	Total	**$ 70,522,000**

Capital Improvement Program
FY 2019-20

#	Project Name	FY 19-20 Proposed Budget
1. Grade Separations		
A	Nogales Street Grade Separation (near Gale Avenue/Walnut Drive North)	10,000.00
B	Fullerton Road Grade Separation (near Railroad Street and Gale Avenue)	850,000.00
C	Fairway Drive Grade Separation (near Walnut Drive North)	3,700,000.00
D	Puente Avenue Grade Separation at UPRR's Alhambra Subdivision tracks (near Valley Boulevard)	10,000.00
E	Fairway Drive Grade Separation at UPRR's Alhambra Subdivision tracks (near Valley Boulevard)	5,000.00
F	Turnbull Canyon Road Grade Separation at UPRR's L.A. Subdivision tracks (near Salt Lake Avenue)	200,000.00
	Total	**4,775,000.00**
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)	5,000.00
B	Colima Road Widening and Intersection Modifications from Stoner Creek Road to Azusa Avenue (co-op project with L.A. County)	5,000.00
C	Walnut Drive South Street Widening and Storm Drain Improvements	2,000,000.00
D	Annual Slurry Seal Project FY 19	350,000.00
E	Valley Boulevard resurfacing, Azusa Way to 500' east of Hambledon Avenue	350,000.00
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)	10,000.00
G	Bonelli Street reconstruction and resurfacing MP 13-03	520,000.00
H	Don Julian Road & Unruh Ave. Resurfacing, 6th Avenue to 7th Avenue & Don Julian/6th Avenue Traffic Signal	900,000.00
I	San Jose Avenue Reconstruction (500' west of Nogales Street to 400' west of Charlie Road)	1,750,000.00
J	Arenth Avenue Reconstruction from Fullerton Road to Nogales Street	2,800,000.00
K	Reconstruct Portions of Bixby Drive and Chestnut Street (near the peaker plant)	2,550,000.00
L	Coiner Court Reconstruction and Resurfacing	145,000.00
M	6th Avenue Reconstruction from Lomitas Avenue to Valley Boulevard (co-op with L.A. County)	525,000.00
N	Pellissier Place Reconstruction and Resurfacing, Peck Road to Workman Mill Road	-
O	Louden Lane Resurfacing	135,000.00
P	Stafford Street Resurfacing from Unruh Avenue to Hudson Avenue	-
Q	Stoner Creek Road Reconstruction from Gale Avenue to Castleton Street, and Gale Avenue (east bound right turn lane including sidewalk, landscaping and embankment pavers at the bridge under the Pomona Freeway)	-

Capital Improvement Program
FY 2019-20

#	Project Name	FY 19-20 Proposed Budget
R	Rowland Avenue Reconstruction, Lawson Avenue to 800' west of Ajax Avenue	1,010,000.00
S	Lemon Avenue Improvements	1,000,000.00
T	Clark Avenue & 9th Avenue	105,000.00
U	Valley Blvd - Old Valley to Azusa	400,000.00
V	Walnut Drive North Widening, Fairway to Nogales	550,000.00
W	Annual Bustop ADA Improvements	300,000.00
X	Fullerton Road PCC, Rowland to Valley	550,000.00
Y	Business Parkway Reconstruction	1,400,000.00
Z	Annual Pavement Rehabilitation FY 19	2,250,000.00
AA	Citywide Sign Replacement	520,000.00
AB	Gale Avenue Realignment	300,000.00
AC	Preliminary Design of E-W Bicycle Path	200,000.00
	Total	**20,630,000.00**
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)	10,195,000.00
B	Grand Avenue Bridge Widening at San Jose Creek	1,250,000.00
C	Seismic Retrofit Anaheim-Puente Over San Jose Creek	100,000.00
D	Nelson Avenue Over Puente Creek	100,000.00
E	Bridge Rehabilitation - Valley Boulevard over Old Valley	100,000.00
	Total	**11,745,000.00**
4. Traffic Signal and Traffic Related Improvements		
A	Traffic Signal and Intersection Modifications at Nelson Avenue and Sunset Avenue (to add left turn pockets on Nelson Avenue; shared with La Puente)	1,500,000.00
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)	3,500,000.00
C	Azusa Avenue and Temple Avenue Intersection Modifications (for dual right turn lanes for eastbound Temple Avenue to southbound Azusa Avenue)	1,050,000.00
	Total	**6,050,000.00**

Capital Improvement Program
FY 2019-20

#	Project Name	FY 19-20 Proposed Budget
5. Storm Drain & Stormwater Improvements		
A	Regional Infiltration Basin - MS4 Requirement (San Angelo Park)	120,000.00
B	Four Grade Separation Pump House Upgrades	1,500,000.00
C	Catch Basin Retrofits Phase II - MS4 Requirement	1,150,000.00
D	Kella Avenue Storm Drain	325,000.00
	Total	**3,095,000.00**
6. IPUC - Water Utility		
A	Starhill Lane & 3rd Avenue Waterline Improvements	540,000.00
B	4th Avenue & Trailside Waterline Improvements	620,000.00
C	Don Julian & Basetdale Waterline Improvements	290,000.00
D	Groundwater Treatment Plan	500,000.00
E	Lomitas Generator	120,000.00
	Total	**2,070,000.00**
7. IPUC - Electric Utility		
A	Electric Vehicle ("EV") Pay for Use Charging Stations at the Metrolink	470,000.00
B	Azusa-Chestnut Development (Distribution lines & service connections)	-
C	City Streelights Purchase & LED upgrade	3,080,000.00
* D	IBC East Side Street Light, Cabling, & Fiber Optic Substructure Plan (PUI)	2,700,000.00
E	Metrolink Station Video Security System, Installation & Commission Services	17,000.00
F	Expansion of Solar Energy System at Metrolink Station	200,000.00
G	Remote monitoring of Waddingham substation	300,000.00
H	Installation of Smart Meters	275,000.00
I	Upgrade distribution system at Shopping Center	175,000.00
J	Streetlights on Arenth Avenue, Anaheim-Puente to Phillips Drive	470,000.00
K	Street lights on Amar Road, Aileron Ave to Echelon Ave	250,000.00
	Total	**7,937,000.00**

Capital Improvement Program
FY 2019-20

#	Project Name	FY 19-20 Proposed Budget
8. Expo Center at Industry Hills		
A	Sewer Design - Expo Center Sewer Main Replacement	1,200,000.00
B	Painting the Grand Arena	200,000.00
C	Parking Lot Improvements	4,500,000.00
D	Pavilion Building Upgrades	225,000.00
E	Avalon Room	1,020,000.00
F	Patio Café Improvements	1,330,000.00
G	Expo Barn Facilities Lighting Design & Specification Services	105,000.00
H	Conversion of lights to LED	70,000.00
	Total	**8,650,000.00**
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	380,000.00
B	Repair settlement damage at the laundry building	385,000.00
	Total	**765,000.00**
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)	315,000.00
B	Replacement of Water Lines and Valves	265,000.00
C	Arnold Reservoir Rip Rap	525,000.00
	Total	**1,105,000.00**

Capital Improvement Program
FY 2019-20

#	Project Name	FY 19-20 Proposed Budget
11. Civic Center Facilities		
A	City Hall Emergency Standby Power Generator	
C	LED Lighting Upgrade & Water Closet Replacement	900,000.00
B	City Hall Signage & Painting	130,000.00
C	City Hall Roof Replacement	250,000.00
D	Civic Financial Center Landscaping Improvements	150,000.00
	Total	**1,430,000.00**
12. Facilities Improvements		
A	El Encanto Convalescent Hospital Roof Repair	875,000.00
B	El Encanto - carpet, moulding, wall covering & Hand Rails	675,000.00
C	El Encanto - Sub Acute Dialysis Center	350,000.00
D	Cooling Tower Replacement	80,000.00
E	Replace Boilers	70,000.00
F	Retrofit HVAC Controls	100,000.00
G	Hatcher Yard Facility Demolition	45,000.00
H	Site Plan for Sheriff Trailer	2,100,000.00
I	Homestead Museum Upgrades	235,000.00
J	City Hall Bathroom Upgrades	100,000.00
K	Miscellaneous Housing Capital Improvements	300,000.00
L	City Hall Signage	40,000.00
	Total	**4,970,000.00**
	GRAND TOTALS	**$ 73,222,000.00**
	* Paid by SA-IUDA Deposit in to IPUC for IBC East Side Project	(2,700,000.00)
		$ 70,522,000.00

CITY COUNCIL

ITEM NO. 6.2

CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Troy Helling, City Manager** TH

STAFF: **Yamini Pathak, Director of Finance**

DATE: **June 13, 2019**

SUBJECT: **Consideration of Resolution No. CC 2019-23 – A Resolution of the City Council of the City of Industry, California Approving and Establishing the Fiscal Year 2019-2020 Appropriations Limitation and Selecting the Growth in California Per Capita Income and County Population Growth Adjustment Factors for the City Pursuant to Article XIIIB 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 prior to the start of 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 2019-20 ("FY 20") Appropriations Limit has been calculated by using the growth in the non-residential assessed valuation due to new construction and population growth adjustment factors within the City. The FY 20 growth rate has been calculated to be 1.0464%, which increases the appropriations limit for the City to $719,874,145.00. The public notice of the Appropriations Limit was posted to the City's bulletin board and website on May 14, 2019.

The Appropriations Limit calculation is attached for your reference and was developed in accordance with the FY 20 Proposed Operating Budget. Based on the calculation and City's adopted budget levels, the City will be well under the cap for FY 20.

FISCAL IMPACT

The Appropriations Limit of $719,874,145.00 will be established for FY 2019-20. There is no fiscal impact associated with this report.

RECOMMENDATION

Staff recommends the City Council to adopt Resolution No. CC 2019-23, approving the Appropriations Limit for FY 2019-20.

Attachments:

1. Resolution CC 2019-23 – Resolution Approving the FY 20 Appropriations Limit
2. Exhibit A – Appropriations Limit Calculation

RESOLUTION NO. CC 2019-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ESTABLISHING THE FISCAL YEAR 2019-20 APPROPRIATIONS LIMITATION AND SELECTING THE GROWTH IN CALIFORNIA PER CAPITA INCOME AND COUNTY POPULATION GROWTH ADJUSTMENT FACTORS FOR THE CITY PURSUANT TO ARTICLE XIIIB 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 May 14, 2019; and

WHEREAS, the Appropriations Limit was developed in accordance with the FY 2019-20 ("FY 20") Proposed Operating Budget; and

WHEREAS, the FY 20 Appropriations Limit has been calculated by using the growth in the non-residential assessed valuation, which has been calculated to be 1.0464%, 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 above recitals are true and correct and are incorporated herein by reference.

Section 2. The Appropriations Limit of the City of Industry for the 2019-20 Fiscal Year is hereby approved and established at **$719,874,145.00** pursuant to Article XIIIB of the California Constitution.

Section 3. The appropriations limit was calculated by using the Growth in the non- residential assessed valuation, which was calculated to be 1.0464%, due to new construction within the City and County of Los Angeles population growth adjustment factors.

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

Section 5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on June 13, 2019 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____

, Mayor

ATTEST:

_____

Julie Gutierrez-Robles, Deputy City Clerk

EXHIBIT A

ANNUAL APPROPRIATIONS LIMIT CALCULATION
FOR FISCAL YEAR 2019-20

Inflation Factor (Selected higher of the following):				
Growth in the California per capita personal income	3.85%	State Department of Finance	1.0385 Factor	
Growth in the non-residential assessed valuation due to new construction within the City	4.64%	HDL Coren & Cone	1.04640 Factor	**Selected for Calculation**
Population Factor (Selected higher of the following):				
City	0	State Department of Finance	0	**Selected for Calculation**
County	-0.01%	State Department of Finance		

Annual Limits Calculation:

Appropriations Limit for Fiscal Year 2018-19: $ 687,953,120 (A)

Adjustment Factors For Fiscal Year 2018-19:

Inflation Factor (B)	Population Factor (C)
1.04640	0.00000

Combined Factor (B times C)

- 0.0464 (D)

Adjustment for Inflation & Population (A times D): $ 31,921,025

Appropriation Limit for Fiscal Year 2019-20: $ 719,874,145

DEPARTMENT OF FINANCE
GAVIN NEWSOM - GOVERNOR
915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

May 2019

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, 2019, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2019-20. 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 2019-20 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, 2019**.

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.

KEELY BOSLER
Director
By:

Vivek Viswanathan
Chief Deputy Director

Attachment

May 2019

Attachment A

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 2019-20 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2019-20	3.85

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2019-20 appropriation limit.

2019-20:

Per Capita Cost of Living Change = 3.85 percent
Population Change = 0.47 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.85 + 100}{100} = 1.0385$

Population converted to a ratio: $\frac{0.47 + 100}{100} = 1.0047$

Calculation of factor for FY 2019-20: $1.0385 \times 1.0047 = 1.0434$

Fiscal Year 2019-20

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Los Angeles				
Agoura Hills	-0.15	20,874	20,842	20,842
Alhambra	-0.16	87,070	86,931	86,931
Arcadia	0.64	58,516	58,891	58,891
Artesia	0.05	16,824	16,833	16,919
Avalon	-0.29	3,856	3,845	3,845
Azusa	2.14	50,237	51,313	51,313
Baldwin Park	0.16	77,161	77,286	77,286
Bell	0.69	36,307	36,556	36,556
Bellflower	0.04	78,279	78,308	78,308
Bell Gardens	-0.35	43,123	42,972	42,972
Beverly Hills	-0.20	34,697	34,627	34,627
Bradbury	-0.65	1,084	1,077	1,077
Burbank	-0.21	106,175	105,952	105,952
Calabasas	-0.19	24,284	24,239	24,239
Carson	-0.01	93,609	93,604	93,604
Cerritos	0.86	50,280	50,711	50,711
Claremont	0.09	36,479	36,511	36,511
Commerce	-0.25	13,054	13,021	13,021
Compton	-0.28	98,985	98,711	98,711
Covina	-0.08	48,914	48,876	48,876
Cudahy	-0.28	24,333	24,264	24,264
Culver City	0.96	39,790	40,173	40,173
Diamond Bar	-0.13	57,572	57,495	57,495
Downey	-0.18	114,413	114,212	114,212
Duarte	-0.25	22,007	21,952	21,952
El Monte	0.76	116,315	117,204	117,204
El Segundo	-0.01	17,067	17,066	17,066
Gardena	-0.19	61,158	61,042	61,042
Glendale	0.73	204,782	206,283	206,283
Glendora	0.07	52,086	52,122	52,122
Hawaiian Gardens	-0.22	14,723	14,690	14,690
Hawthorne	-0.16	87,996	87,854	87,854
Hermosa Beach	0.17	19,814	19,847	19,847
Hidden Hills	-0.79	1,900	1,885	1,885
Huntington Park	-0.06	59,386	59,350	59,350
Industry	0.00	432	432	432
Inglewood	-0.19	112,759	112,549	112,549
Irwindale	4.08	1,447	1,506	1,506

*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 2019-20

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
La Canada Flintridge	-0.10	20,623	20,602	20,602
La Habra Heights	-0.07	5,489	5,485	5,485
Lakewood	-0.13	81,459	81,352	81,352
La Mirada	-0.05	49,585	49,558	49,558
Lancaster	0.28	156,841	157,273	161,604
La Puente	0.19	40,719	40,795	40,795
La Verne	-0.11	33,239	33,201	33,201
Lawndale	-0.27	33,527	33,436	33,436
Lomita	-0.06	20,776	20,763	20,763
Long Beach	-0.21	475,921	474,941	475,013
Los Angeles	0.05	4,035,356	4,037,190	4,040,079
Lynwood	-0.22	71,497	71,343	71,343
Malibu	-7.42	13,011	12,046	12,046
Manhattan Beach	-0.24	36,010	35,922	35,922
Maywood	-0.21	28,029	27,971	27,971
Monrovia	-0.14	38,582	38,529	38,529
Montebello	-0.11	64,316	64,247	64,247
Monterey Park	-0.38	62,061	61,828	61,828
Norwalk	-0.12	106,077	105,950	106,744
Palmdale	0.05	157,782	157,854	157,854
Palos Verdes Estates	-0.26	13,579	13,544	13,544
Paramount	-0.01	55,503	55,497	55,497
Pasadena	0.90	145,003	146,312	146,312
Pico Rivera	-0.42	64,306	64,033	64,033
Pomona	0.08	154,189	154,310	154,310
Rancho Palos Verdes	-0.24	42,647	42,543	42,560
Redondo Beach	0.16	68,361	68,473	68,473
Rolling Hills	-0.32	1,898	1,892	1,892
Rolling Hills Estates	-0.08	8,254	8,247	8,247
Rosemead	-0.25	55,237	55,097	55,097
San Dimas	-0.25	34,669	34,584	34,584
San Fernando	1.32	24,593	24,918	24,918
San Gabriel	-0.22	41,270	41,178	41,178
San Marino	-0.06	13,360	13,352	13,352
Santa Clarita	2.70	212,378	218,103	218,103
Santa Fe Springs	0.04	18,208	18,216	18,261
Santa Monica	-0.11	93,698	93,593	93,593
Sierra Madre	-0.27	11,165	11,135	11,135
Signal Hill	0.31	11,758	11,795	11,795
South El Monte	0.95	21,092	21,293	21,293

*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 2019-20

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	1-1-19	Total Population 1-1-2019
South Gate	-0.25	97,019	96,777	96,777
South Pasadena	-0.12	26,276	26,245	26,245
Temple City	0.37	36,447	36,583	36,583
Torrance	-0.24	148,408	148,054	148,054
Vernon	-0.33	302	301	301
Walnut	-0.02	30,557	30,551	30,551
West Covina	-0.25	108,388	108,116	108,116
West Hollywood	-0.17	36,723	36,660	36,660
Westlake Village	-0.86	8,451	8,378	8,378
Whittier	-0.26	87,756	87,526	87,526
Unincorporated	-0.87	1,055,092	1,045,918	1,046,858
County Total	-0.01	10,245,275	10,244,542	10,253,716

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

HdL Coren & Cone

THE CITY OF INDUSTRY
NONRESIDENTIAL NEW CONSTRUCTION

2017/18 TO 2018/19 TAX YEARS - IN PARCEL NUMBER ORDER

Parcel	Use Category	Owner	Prior Year Improvements	Current Year Improvements	Percent Change
8120-026-016	Commercial	R R And C Development Company	964,246	1,236,959	+ 28.3%
8125-011-008	Commercial	Rush Truck Centers Of California Inc	2,179,906	3,754,604	+ 72.2%
8125-014-031	Industrial	Ajax Industrial Investors Llc	1,035	2,444,055	+ 236,040.6%
8125-016-014	Industrial	Rcssk Enterprises Llc	1,122,676	1,563,289	+ 39.2%
8125-016-032	Industrial	R R And C Development Company	3,736,163	3,844,474	+ 2.9%
8203-032-019	Industrial	Sio Llc	4,668,578	4,985,549	+ 6.8%
8206-019-056	Industrial	Liangs Real Estate Llc	1,418,620	2,216,357	+ 56.2%
8206-028-003	Industrial	Teknor Apex Company	5,574,602	6,059,804	+ 8.7%
8206-028-012	Industrial	Lee Kum Kee Usa Foods Inc	5,635,814	6,732,353	+ 19.5%
8208-012-005	Commercial	Welch Howard E And Andria S Trust Wel	490,072	538,123	+ 9.8%
8208-013-025	Industrial	Soho Holdings Llc	8,624,406	9,681,132	+ 12.3%
8208-014-033	Industrial	Hunsaker Richard C Trust Hunsaker Fam	3,224,323	3,724,509	+ 15.5%
8218-009-032	Industrial	Turnbull Canyon Properties Llc	4,635,131	5,267,380	+ 13.6%
8242-011-063	Industrial	M T I Corporation	2,165,706	2,541,000	+ 17.3%
8242-016-058	Industrial	Venus Foods Inc	1,672,874	1,838,859	+ 9.9%
8242-026-001	Industrial	B And K Electric Wholesale	2,702,707	2,761,009	+ 2.2%
8242-026-048	Industrial	Opus 9 Development Llc	1,315,154	1,713,757	+ 30.3%
8242-029-005	Industrial	J And R Realty Group Llc	1,648,493	1,832,809	+ 11.2%
8242-030-004	Industrial	Cast Parts Inc	2,272,119	2,346,937	+ 3.3%
8264-003-023	Industrial	Blue Max Investments Llc	1,444,652	1,505,865	+ 4.2%
8264-009-020	Industrial	Super Dlk Llc	2,831,520	3,142,570	+ 11.0%
8264-009-023	Industrial	Reuland Electric Company	1,739,865	1,821,620	+ 4.7%
8264-010-035	Industrial	An Najarian Property Llc	10,547,132	11,446,166	+ 8.5%
8264-013-011	Commercial	Golden Gale Plaza Llc	1,379,351	4,477,441	+ 224.6%
8264-017-019	Industrial	Nizbiz Realty Llc	1,578,535	5,168,246	+ 227.4%
8264-024-003	Industrial	Halbert Brothers Inc	2,180,798	2,230,397	+ 2.3%
8264-024-008	Industrial	Grand Central Recycling And Transfer St	16,266,425	17,207,178	+ 5.8%
8265-004-045	Commercial	Sears Roebuck And Company	7,212,291	7,369,351	+ 2.2%
8265-068-010	Commercial	Costco Wholesale Corporation	14,223,996	15,058,253	+ 5.9%
8561-020-004	Industrial	Custom Alloy Sales Inc	1,466,564	2,582,864	+ 76.1%
8563-003-018	Industrial	Jacmar Companies	0	22,392,839	+ 99,999.9%
8719-004-011	Industrial	Le Chen Llc	15,565,458	16,024,476	+ 2.9%
8719-005-014	Industrial	Srg Libbey Llc Lessor	13,296,526	13,657,163	+ 2.7%
8719-019-004	Industrial	Brent Oltmans Investments Partnership	793,044	857,999	+ 8.2%
8760-008-011	Commercial	Oyama Leo Trust Wright Oyama Deceas	771,295	810,257	+ 5.1%
35 Parcels Listed			**145,350,077**	**190,835,644**	**+ 31.3%**

This calculation reflects the 2018/19 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 2018/19 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 XIIIB of the State Constitution as Amended by Proposition 111 in June, 1990.

Total Change in Non-Residential Valuation Due to New Development	45,485,567
Less Automatic 2.000% Assessors's Inflation Adjustment	-909,711
Actual Change in Non-Residential Valuation	44,575,856
Change in Total Assessed Value	960,786,831
= Alternate 2019/20 Appropriations Limit Factor	**4.64%**

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 2018/19 Secured Tax Rolls

Prepared On 10/31/2018 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. 6.3

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Yamini Pathak, Director of Finance

DATE: June 13, 2019

SUBJECT: **Consideration of Resolution No. CC 2019-28– A Resolution of the City Council of the City of Industry, California, rescinding Resolution No. CC 2018-51 and adopting Salary Range Schedules for City Employees for Fiscal Year 2019-2020**

BACKGROUND

For the FY 2019-20 ("FY 20") Budget Adoption for the City of Industry, staff presented the FY 20 Proposed Operating Budget at a Special Budget Workshop Meeting on June 11, 2019. 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 20 Proposed Operating Budget is set forth at today's Council Meeting for formal budget adoption.

The Proposed Salary Schedule for all employees for the upcoming fiscal year is taken annually to Council to approve and adopt along with the upcoming fiscal year budget. Annually, the salary schedule reflects any new positions added or deleted for the upcoming fiscal year, any Cost of Living Adjustment ("COLA") salary increases for all positions, and/or any adjustments to position wages. As such, the FY 20 Proposed Salary Schedule is presented to Council at the June 13, 2019 Council Meeting for approval and adoption.

DISCUSSION

The FY 20 Proposed Operating Budget for the City of Industry was presented to the City Council at a Special Budget Workshop Meeting on June 11, 2019. Today it is before the Council for further consideration and adoption. Included in the FY 20 Proposed Budget were new positions that will be added in FY 20, as well as proposed COLA's for all City employees, excluding contracted positions and the City Manager. When changes are

made to positions and wages, the City Council must approve and update these changes in the City's Salary Schedule. Since the majority of position and salary-related changes coincide with the budget adoption, the Salary Schedule is normally taken for approval along with the budget. As such, the FY 20 Proposed Salary Schedule reflects the following:

- ***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 2018 - April 2019 in the Los Angeles-Long Beach-Anaheim region is 3.5%. This is largely the result of energy prices (gasoline prices) increasing by over 8.8% over the year. As a result, a 3.5% CPI-based COLA is being recommended for all City employees, excluding contract employees.

- ***Personnel Changes*** – There are certain positions being recommended to be re-classified to more appropriately correspond to the skill level, responsibilities & duties performed by the employees filling those positions. These proposed reclassifications are also included in the proposed budget.

  Two new positions, Administrative Technician III and City Engineer/Director of Public Works is also included as part of the proposed budget and are included in the City's Proposed Salary Schedule. These positions will result from proposed reclassification due to additional duties, expanded work scope, and higher responsibilities of work performed. **There is one net change in full-time equivalent ("FTE") position count in comparison to last year's amended budget.**

- The City Manager position is a contract position and the applied COLA of 3.5% is not reflected in the FY 20 Proposed Salary Schedule. Should the Council consider a COLA for this position, the Council would need to amend the City Manager's employee agreement.

FISCAL IMPACT

FY 19-20 Proposed Budget includes the proposed salary schedule. The Proposed Salary Schedule is 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 CC 2019-28, adopting the City of Industry's FY 2019-20 Proposed Salary Schedule, in line with the FY 20 Adopted Budget.

Attachments:

1. Resolution CC 2019-28 – Resolution Approving the FY 20 Salary Schedule for all City Employees
2. Exhibit A – FY 2019-20 Proposed Salary Schedule for the City of Industry

RESOLUTION NO. CC 2019-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2018-51 AND ADOPTING SALARY RANGE SCHEDULES FOR CITY EMPLOYEES FOR FISCAL YEAR 2019-2020

WHEREAS, the FY 2019-20 ("FY 20") Proposed Citywide Operating Budget ("Budget") was presented to the City Council at the Special Budget Workshop Meeting held on June 11, 2019; in which staff received feedback and direction from the City Council; and

WHEREAS, staff incorporated said changes and direction from the City Council in which the FY 20 Proposed Operating Budget and FY 20 Proposed CIP Budget was presented for budget adoption at the June 13, 2019 City Council Meeting; and

WHEREAS, the City Council approved and adopted the Proposed Operating Budget for the City of Industry on June 13, 2019 for Fiscal Year 2019-2020; and

WHEREAS, the FY 20 Adopted Budget includes one new position and changes to the salary ranges of certain City employees, to more appropriately classify employees' positions in line with their job performance, expanded work scope, and/or additional responsibilities performed by certain employees filling these positions; and

WHEREAS, the FY 20 Proposed Salary Schedule also includes a three and a half percent (3.5%) Cost of Living Adjustment ("COLA") for all City Employees, excluding contract employees and all boards and commissions, which is consistent with the published consumer price index-urban ("CPI-U") year-over-year increase of 3.5% from April '18-April '19 for the Los Angeles-Long Beach-Anaheim region.

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

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

Section 2. **Findings.** The City Council hereby finds as follows:

A. The City Council is authorized under Government Code Section 36506 to establish salary ranges for City employees and appointed and elected officers.

B. The City has followed all legal prerequisites prior to the adoption of this Resolution.

Section 3. The City Council hereby rescinds Resolution No. CC 2018-51 in its entirety, and all prior salary range resolutions.

Section 4. The City Council hereby approves the City of Industry Salary Range Schedule for Fiscal Year 2019-2020.The Salary Schedule shall take effect on July 1, 2019.

Section 5. The City's Salary Range Schedule will be promptly made available for public review during normal business hours upon request and will also be posted to the City's website. A copy of this Salary Range Schedule will be retained for at least five years following the effective date of this Resolution.

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

Section 7. The Deputy City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on June 13, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____

, Mayor

ATTEST:

_____

Julie Gutierrez-Robles, Deputy City Clerk

CITY OF INDUSTRY

SALARY RANGE SCHEDULE

FY 2019-2020

Date Effective: July 1, 2019

Exhibit A

NON-MANAGEMENT CLASSIFICATIONS

Grade Range #	POSITION		SALARY RANGE Bottom Step	Top Step	Exempt Status
1	Receptionist I	Annually	$39,000.00	$52,000.00	NE
		Monthly	$3,250.00	$4,333.33	
2	Administrative Technician I	Annually	$48,360.00	$64,479.96	NE
	Receptionist II	Monthly	$4,030.00	$5,373.33	NE
3	Accounting Technician I	Annually	$53,787.60	$71,716.80	NE
	Administrative Technician II	Monthly	$4,482.30	$5,976.40	NE
	Planning Technician I				NE
4	Human Resources Technician I	Annually	$53,040.00	$70,719.96	NE
		Monthly	$4,420.00	$5,893.33	
5	Accounting Technician II	Annually	$57,802.68	$77,070.24	NE
	Code Enforcement Officer I	Monthly	$4,816.89	$6,422.52	NE
	Planning Technician II				NE
	Administrative Technician III				NE
6	Code Enforcement Officer II	Annually	$62,062.68	$84,968.00	NE
	Human Resources Technician II	Monthly	$5,171.89	$7,080.67	NE
	Accounting Technician III				NE
7	Accountant I	Annually	$64,350.00	$85,800.00	NE
	Financial Analyst I	Monthly	$5,362.50	$7,150.00	NE
	Human Resources Analyst I				NE
	Management Analyst I				NE
8	Deputy City Clerk	Annually	$64,350.00	$85,800.00	NE
	Deputy City Treasurer	Monthly	$5,362.50	$7,150.00	NE

CITY OF INDUSTRY

SALARY RANGE SCHEDULE

FY 2019-2020

Date Effective: July 1, 2019

MANAGEMENT CLASSIFICATIONS

Grade Range #	POSITION		SALARY RANGE Bottom Step	Top Step	Exempt Status
10	Accountant II	Annually	$70,980.00	$94,640.04	E
	Financial Analyst II	Monthly	$5,915.00	$7,886.67	E
	Human Resources Analyst II				E
	Management Analyst II				E
12	Accountant III	Annually	$85,878.00	$114,504.00	E
	Financial Analyst III	Monthly	$7,156.50	$9,542.00	E
	Human Resources Analyst III				E
	Management Analyst III				E
15	Development and Administrative services Manager	Annually	$114,270.00	$152,360.04	E
	Public Affairs and Inter-Governmental Liaison Manager	Monthly	$9,522.50	$12,696.67	E
16	City Clerk	Annually	$120,825.00	$161,100.00	E
		Monthly	$10,068.75	$13,425.00	
19	City Treasurer	Annually	$167,232.00	$222,975.96	E
		Monthly	13,936.00	$18,581.33	
20	Director of Finance	Annually	$183,924.00	$245,232.00	E
	Assistant City Manager	Monthly	$15,327.00	$20,436.00	E
21	City Engineer/Director of Public Works	Annually	$196,185.60	$245,232.00	E
		Monthly	$16,348.80	$20,436.00	E
25	City Manager - Contract Position	Annually		$245,252.00	E
		Monthly		$20,437.67	

CITY OF INDUSTRY

SALARY RANGE SCHEDULE

FY 2019-2020

Date Effective: July 1, 2019

PART-TIME EMPLOYEES (HOURLY)

Grade Range #	POSITION		SALARY RANGE Bottom Step	Top Step	Exempt Status
PT-1	P/T Receptionist I	Hourly	$18.75	$25.00	N/A
PT-2	P/T Receptionist II Administrative Technician I	Hourly	$23.25	$31.00	N/A
PT-3	Administrative Technician II	Hourly	$25.86	$34.48	N/A
PT-5	Code Enforcement Officer I IT Technician	Hourly	$27.79	$37.05	N/A
PT-6	Code Enforcement Officer II	Hourly	$29.84	$40.85	N/A

BOARDS AND COMMISSIONS

	POSITION		SALARY RANGE Monthly	Exempt
BC-1	City Council/Successor Agency/Industry Public Finance Authority	Stipend	$2,008.70	E
BC-2	Industry Public Utilities Commission	Stipend	$255.50	E
BC-3	Planning Commission	Stipend	$709.00	E
BC-4	Civic Recreational Industrial Authority	Stipend	$709.00	E
BC-5	Industry Property and Housing Management Authority	Stipend	$625.00	E

CITY COUNCIL

ITEM NO. 6.4

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Yamini Pathak, Director of Finance

DATE: June 13, 2019

SUBJECT: Consideration of Resolution No CC 2019-29 A Resolution of The City Council of The City of Industry, California, Authorizing the Creation of a City Operating Reserve Fund, Special Revenue Operating Reserve, Enterprise Fund Operating Reserve, and A City Capital Improvement Reserve Fund and Authorizing certain Appropriation to Various Funds

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BACKGROUND

It is the City's policy and best practice to reserve and appropriate annually funds in the fund balances for the upcoming year's expenditures. The amounts reserved and appropriated are based on the proposed budgeted expenditures for the upcoming Annual Budget.

Fiscal Year 2019-2020

Based on the budgeted expenditures for the respective funds, below, the following are the reserved and appropriated amounts for fiscal year 2019-2020 to be funded as of June 30, 2019 from any unexpended or unappropriated fund balances.

	CITY OF INDUSTRY FUNDS APPROPRIATION 2019-2020
GENERAL FUND	$ 45,000,000
SPECIAL REVENUES	495,000
ENTERPRISE FUND	12,400,000
CAPITAL IMPROVEMENTS FUNDS	70,523,000

RECOMMENDATION

Staff recommends the City Council approve and adopt Resolution No. CC 2019-29, reserving and appropriating funds for the City of Industry for Fiscal Year 2019-2020.

Fiscal Impact

There is no fiscal impact as result of this action.

Attachments:

1. Resolution No. CC 2019-29 - Resolution Approving the FY 19-20 Operating Reserves

RESOLUTION NO. CC 2019-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING THE CREATION OF A CITY OPERATING RESERVE FUND, SPECIAL REVENUE OPERATING RESERVE, ENTERPRISE FUND OPERATING RESERVE, AND A CITY CAPITAL IMPROVEMENT RESERVE FUND AND AUTHORIZING CERTAIN APPROPRIATION TO VARIOUS FUNDS

WHEREAS, the City of Industry has previously approved a 2019-20 Fiscal Year City Budget providing for the expenditure of City revenues for specific purposes; and

WHEREAS, said Budget and accounts therein and monies appropriated thereto may be adjusted between accounts as necessary to serve the needs of the City.

NOW, THERFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DOES HEREBY DIRECT THAT BALANCES IN THE CITY OF INDUSTRYS FUNDS SHALL BE APPROPRIATED AS FOLLOWS:

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

SECTION 2. For FY 19-20, There is hereby established a General Fund Operating Reserve and an appropriation in the amount of $45,000,000 is hereby authorized thereto to be funded as of June 30, 2019 from any unexpended or unappropriated General Fund balances on that date.

SECTION 3. For FY 19-20, There is hereby established a Special Revenue Fund Operating Reserve and an appropriation in the amount of $495,000 is hereby authorized thereto to be funded as of June 30, 2019 from any unexpended or unappropriated Special Revenue balances on that date.

SECTION 4. For FY 19-20, There is hereby established an Enterprise Fund Operating Reserve and an appropriation in the amount of $12,400,000 is hereby authorized thereto to be funded as of June 30, 2019 from any unexpended or unappropriated Enterprise Fund balances on that date.

SECTION 5. For FY 19-20, There is hereby established a City Capital Improvement Reserve Fund for various capital improvement projects and an appropriation in the amount of $70,523,000 is hereby authorized thereto to be funded as of June 30, 2019 from any unexpended or unappropriated General Fund balance on that date.

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

provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 7. The Deputy City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on June 13, 2019 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____

, Mayor

ATTEST:

_____

Julie Gutierrez-Robles, Deputy City Clerk

CITY COUNCIL

ITEM NO. 6.5

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering JN

DATE: June 13, 2019

SUBJECT: Consideration of a Betterment Agreement for the Enhancement of Landscaping between the City of Industry, Successor Agency to the Industry Urban-Development Agency and the City of Diamond Bar for the SR 57/60 Confluence Grand Avenue at Golden Springs Drive Project (MP 99-31 #22)

Background:

In June 1999, the former Industry Urban-Development Agency ("IUDA") entered into a lease to develop a 400-acre site into industrial and commercial buildings known as the Grand Crossing project. This lease required the IUDA to pay for all infrastructure including all project related traffic mitigation measures required for the development of the property. The Successor Agency is now charged with the responsibility of carrying out the existing obligations. An Environmental Impact Report ("EIR") was prepared and certified for the Grand Crossing project in April 2000. This EIR identified all project related traffic mitigation measures including necessary improvements to the intersection of Grand Avenue at Golden Springs Drive. The Project is located within the City of Diamond Bar and will partially satisfy the traffic mitigation measures identified in the EIR.

On April 23, 2015, the City and Successor Agency to the Industry Urban-Development Agency entered a Memorandum of Understanding (MOU) which outlines the arrangement for processing of payments relative to the funding agreement with Los Angeles County Metropolitan Transportation Authority ("Metro") and the use of Successor Agency funds for project costs.

The City secured $6.7 million in local Proposition C grant funds from Metro's 2011 Call for Projects. This provides a 40% share in project costs related to the right of way acquisition, construction, and construction support services. The remaining 60% share is to be funded with bond proceeds from the Successor Agency. The Project payments made by the City will be reimbursed by both the Metro grant funds and Diamond Bar for the requested enhancements. The Successor Agency is responsible for bidding the project while the City of Industry is the grant recipient and therefore created the need for this to be a three way party agreement.

The Betterment Agreement has been reviewed by Staff and legal counsels of both cities and is found to be in order.

Discussion:

In connection with the SR 57/60 Confluence Project at Grand Avenue at the Golden Springs Drive intersection, the City of Diamond Bar requested enhanced landscaping and decorative traffic signal poles to be added to our project, referred to as a "betterment".

The proposed Golden Springs Drive and Grand Avenue intersection alteration is an approximately $15.9 million project to add one northbound lane, and one southbound approach lane along Grand Avenue with sidewalk widening to complement the existing freeway mainline (the "Project").

The Project includes improvements to the Grand Avenue and Golden Springs Intersection widening. A new golf cart tunnel will be constructed under Grand Avenue as part of the widening. The project will also widen Golden Springs Drive between Copley Drive and Racquet Club Drive to add a dedicated westbound right-turn lane, widen sidewalks and add pedestrian countdown signals. This project prepares the way for the future 57/60 Chokepoint Relief Project.

The enhanced landscape treatment that is part of the betterment is located along both sides of Grand Avenue and Golden Springs Drive and extends approximately 700' from the intersection. This work includes plant materials, irrigation, specialty fencing, signage, hardscape treatment and the use of stone pavers in lieu of painted crosswalks at all four quadrants of the intersection. Diamond Bar has engaged a landscape consultant to prepare landscape construction drawings and specifications. These documents were included in the drawings for the bid documents, and identified in a separate schedule in the bid proposal. The estimated cost for this schedule of work is $1,038,000.

Diamond Bar also requests that decorative traffic signal poles be installed at all four corners of the intersection of Grand Avenue and Golden Springs Drive. The cost for the decorative pole upgrade is estimated at $193,000. Such upgrades were incorporated into the Project's traffic signal plans.

Diamond Bar requested that the City of Industry split the betterment work 50-50. Previously, Council gave direction to Staff to offer to contribute to 40% of the betterment construction cost to match what Los Angeles County Metropolitan Transportation Authority was reimbursing the City for the non-betterment work. At this time Diamond Bar is still insisting on 50-50, but per Council direction the attached agreement reflects 40%.

Enhanced Landscaping	$1,037,965
Decorative Traffic Signal Poles	$193,000
Construction Management Costs	$50,000
Total Cost	$1,280,965
Diamond Bar's Share (60%)	$768,579
Industry's Share (40%)	$512,386

In order to facilitate Diamond Bar's requests, Staff recommends that the City and the Successor Agency to the Industry Urban-Development Agency, enter into a Betterment Agreement with Diamond Bar. The Agreement outlines the proposed enhancements, the cost responsibility, and arrangement for processing of payments associated with the betterments Diamond Bar requested.

Recommendation:

It is hereby recommended that the City Council approve and execute the Betterment Agreement. Upon approval this agreement will be forwarded to the City of Diamond Bar for signature.

Exhibit:

A. Betterment Agreement for the Enhancement of Landscaping in Conjunction with the SR 57/60 Confluence Project at the Grand Avenue at Golden Springs Drive Intersection

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TH/JN:jv

EXHIBIT A

Betterment Agreement for the Enhancement of Landscaping in Conjunction with the SR 57/60 Confluence Project at Grand Avenue at Golden Springs Drive Intersection

[Attached]

BETTERMENT AGREEMENT
FOR THE ENHANCEMENT OF LANDSCAPING IN CONJUNCTION WITH THE SR 57/60 CONFLUENCE PROJECT AT THE GRAND AVENUE AT GOLDEN SPRINGS DRIVE INTERSECTION

This Betterment Agreement ("Agreement") is made and entered into this ____ day of _____, 2019 ("Effective Date") by and between the City of Industry, a California municipal corporation, ("Industry"), the Successor Agency to the Industry Urban-Development Agency, a public body ("Successor Agency"), and the City of Diamond Bar, a California municipal corporation ("Diamond Bar"). Industry, the Successor Agency and Diamond Bar are hereinafter collectively referred to as "Parties", and individually as "Party".

RECITALS

WHEREAS, a portion of the SR 57/60 Confluence Project ("Project") is located in the City of Diamond Bar, at the intersection of Grand Avenue and Golden Springs Drive. The Project provides for certain improvements, including an additional northbound through lane, an additional southbound approach lane, a westbound right-turn lane, increased traffic lane widths along Grand Avenue, sidewalk widening, new decorative traffic signals, new street lights on the north side of Golden Springs Drive and the replacement of the golf cart tunnel underneath Grand Avenue; and

WHEREAS, the total estimated Project construction cost is $15,888,000, inclusive of the costs of construction, utility relocations, and the estimated cost of the Betterment work requested by Diamond Bar under this Agreement;

WHEREAS, Industry has been awarded up to $6,727,566 in local Proposition C grant funds from the Los Angeles County Metropolitan Transportation Authority's ("Metro") 2011 Call for Projects Program, which provides 40% of eligible project costs for right-of-way acquisition, construction, and construction support services; and

WHEREAS, Industry entered into a funding agreement with Metro, dated November 18, 2014, which identifies the remaining 60% share of the total Project costs to be funded with bond proceeds from the Successor Agency; and

WHEREAS, Industry entered into a Memorandum of Understanding ("MOU") on April 23, 2015, with the Successor Agency to provide payment for all Project related costs, with full reimbursement provided by the Successor Agency and Metro as described hereinabove; and

WHEREAS, under the terms of the MOU, the Successor Agency is required to enter into a construction contract for the Project; and

WHEREAS, the Successor Agency will be advertising the Project for bid and overseeing construction of the Project; and

WHEREAS, the Project will remove and replace certain landscaped medians and traffic signal poles located in Diamond Bar; and

WHEREAS, Diamond Bar has requested that the Project provide enhanced landscaping to replace the landscaped medians that are being removed. Such improvements are more specifically described in Exhibit "A", attached hereto and incorporated herein by reference (hereafter, the "Betterment"); and

WHEREAS, Diamond Bar proposes to reimburse Industry for Sixty Percent (60%) of the actual costs Industry incurs for the construction and construction management of the Betterment. Attached as Exhibit "B" and incorporated herein by reference, is the Parties' estimated cost of the Betterment (hereafter, "Cost Schedule"); and

WHEREAS, Industry agrees to pay for one hundred percent (100%) of Diamond Bar's Project Management services for all project construction exclusive of the Betterment work; and

WHEREAS, Diamond Bar agrees to assume one hundred percent (100%) of the cost for Diamond Bar's Project Management services associated with the Betterment.

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

SECTION I

Successor Agency Agrees:

1. To cause the construction of the Betterment.
2. To provide all required construction management and inspection services for the Betterment.
3. To track all associated construction costs for the Betterment and to use separate bid schedules for the Betterment so that the actual cost of the Betterment can be determined. The only exception to that will be the traffic signal which will be bid as a lump sum item and includes some Betterment work. Based on the engineer's estimate thirty percent (30%) of the traffic signal work is due to the Betterment and thus thirty percent (30%) will be used to calculate Diamond Bar's share of that item. Construction management and inspection costs will be calculated based on the ratio of the actual construction cost of the Betterment to the total construction cost of the Project.
4. Within 60 days of the recordation of the notice of completion for the Project (which includes the Betterment), to furnish Diamond Bar with a complete set of full-size as-built plans and any equipment manuals for the Betterment in both hard and electronic format.
5. To require its contractor to include Diamond Bar, its officers, agents and employees, as additional insureds to the same extent it requires its contractor to name Industry, its officers, agents and employees as additional insured. Successor Agency shall provide Diamond Bar with a copy of the endorsement it receives evidencing same prior to issuance of the notice to proceed for the Project.

SECTION II

INDUSTRY AGREES:

1. To invoice Diamond Bar for sixty percent (60%) of the bid cost of the Betterment from the selected contractor. Diamond Bar shall pay such cost within 30 days of receipt of such invoice and if not paid within that time, the Successor Agency may elect not to construct the Betterment.
2. To notify Diamond Bar if there is any increase in the cost of the Betterment above the bid cost, prior to approval of same by the Successor Agency. Diamond Bar may elect to terminate this Agreement as provided in Section IV below if it desires not to incur such increased costs.
3. To furnish an accounting of final actual cost of the Betterment and provide Diamond Bar an invoice of the same within one hundred twenty (120) days after acceptance of the Betterment by the Successor Agency.
4. To pay one hundred percent (100%) of Diamond Bar's Project Management services for the project exclusive of the Betterment. These will be calculated based on the ratio of the project construction costs exclusive of the Betterment to the total Project construction costs including the Betterment.

SECTION III

DIAMOND BAR AGREES:

1. To provide the Successor Agency with all construction plans and specifications for the Betterment as necessary to include the Betterment in the Successor Agency's request for bids and the construction contract at no cost to Industry or the Successor Agency.
2. To inform the Successor Agency in writing within fifteen (15) days after receipt of each set of plans, studies, specifications, and/or cost estimates from Industry for the Betterment, if any of the materials are incomplete or if additional information is necessary to facilitate Diamond Bar's review of the Betterment materials.
3. After acceptance of the Betterment by the Successor Agency as set forth in Section I.4 of this Agreement, to accept all rights-of-way and permanent easements acquired specifically and solely for the Project by Industry.
4. To enforce, at its cost, available rights under existing franchise agreements if existing public and/or private utilities conflict with the construction of the Betterment.
5. To issue the Successor Agency or its contractor, a no-fee permit for construction of the Project within Diamond Bar's rights-of-way and perform any required inspections on behalf of Diamond Bar at no cost to Industry or the Successor Agency other than the aforementioned Project Management Services.
6. To pay sixty percent (60%) of the bid cost of the Betterment from the selected contractor within fifteen (30) days of receipt of an invoice from Industry for same.
7. If the actual cost exceeds the bid cost and Diamond Bar has not terminated this

Agreement, to pay sixty percent (60%) of the actual cost within 30 days of receipt of Industry's accounting thereof as set forth in Section II.3 above.

8. To assume all Project Management costs related to the Betterment incurred by Diamond Bar. These will be calculated based on the ratio of the Betterment construction costs to the total Project construction costs including the Betterment.

9. Diamond Bar shall indemnify, defend and hold harmless Industry, the Successor Agency and any and all of their 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), to the extent 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 Diamond Bar or by any individual or agency for which Diamond Bar is legally liable, including but not limited to officers, agents, employees or subcontractors of Diamond Bar.

SECTION IV

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Should any portion of the Betterment be financed with funds with specific expenditure requirements or limitations, all applicable laws, regulations and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.

2. If the location of existing facilities of public and/or private utilities conflicts with the construction of Project, the Successor Agency will identify such facilities located within Diamond Bar's right-of-way and request that Diamond Bar cooperate with the Successor Agency in enforcing any available prior rights held by Diamond Bar for such facilities' protection, relocation, or removal; provided that to the extent a utility is not required to bear the cost of such protection, relocation, or removal of its facilities, that will be a Project cost to be borne by Industry and/or the Successor Agency; provided that if such costs arise solely due to the Betterment, Diamond Bar shall be responsible for such costs. Diamond Bar may authorize the Successor Agency to coordinate and inspect such protection, relocation, or removal work, at Diamond Bar's discretion. Nothing in this Agreement shall restrict or affect Diamond Bar's or the Successor Agency's ability to enter into separate agreements with utilities for any purpose, including for reimbursements of utility costs for protection, relocation, maintenance, or removal of their facilities.

3. The Successor Agency will furnish a resident engineer to oversee Betterment construction, and Diamond Bar may furnish its own representative. Diamond Bar's representative and Industry's resident engineer will cooperate and consult with each other, but the decisions of Industry's resident engineer shall remain the sole and primary directive for all Betterment work; provided that such directive does not materially change the approved plans and specifications for the Betterment or its estimated cost. The Successor Agency's resident engineer shall obtain approval from Diamond Bar's representative before authorizing any material changes.

4. Prior to the Successor Agency's acceptance of the Betterment as completed, Industry will confer with Diamond Bar in good faith to obtain Diamond Bar's written concurrence

that the Betterment has been completed in substantial conformance with the approved plans and specifications. Diamond Bar shall not unreasonably withhold such written concurrence which once provided, shall constitute Diamond Bar's acceptance of the Betterment.

5. Prior to the issuance of the Notice to Proceed for the Project, any Party may terminate this Agreement by sending a written termination request to the other Parties. In such an event, this Agreement shall terminate and the Betterment shall not be constructed as part of the Project and any funds provided to Industry by Diamond Bar shall be returned within 30 days thereof, deducting any costs to which Industry may be entitled.

6. After the date that construction is to commence as set forth in the Notice to Proceed for the Project, Diamond Bar may terminate this Agreement by sending a written termination to Industry and the Successor Agency and proposing a date of termination that is no earlier than ninety (90) days after the date of the written termination request. Upon receipt or issuance of a notice of termination, the Successor Agency shall cease or cause its contractor to cease, all work on the Betterment except such work which is reasonably necessary to close out the work. Industry shall then tabulate all outstanding costs incurred, and any pending costs associated with the Betterment through the date of cessation, and submit a refund notification to Diamond Bar for any unspent Betterment funds. Industry shall remit payment to Diamond Bar within 30 days of the refund notification.

7. No Party shall be liable to any other for any damages, delay costs, or termination costs of any type or a failure to perform any part of this Agreement due to causes beyond the control of the Parties. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts or inactions of federal, state or local governments including funding reductions or eliminations, fires, floods, and severe weather.

8. If any Party breaches this Agreement, the non-breaching Party(ies) shall, prior to seeking any remedy for such breach, notify the breaching Party in writing, setting forth the details of the alleged breach and the requested cure. The breaching Party shall promptly commence curing such breach and pursue to completion within thirty (30) days of such written notification or within such other reasonable time that the Parties may agree to, if the breach is not curable within a 30-day period,. If the breaching Party fails to promptly pursue such cure to completion, the breaching Party shall be in default under the terms of this Agreement. In the event of an uncured default, the non-breaching Party(ies) may pursue any legal or equitable remedies available to it including specific performance and the non-breaching Party(ies) shall have no obligation to make any payments to or undertake any work for the breaching Party until and unless the default is cured.

9. Every notice, demand, request, or other document or instrument delivered pursuant to this Agreement shall be in writing, and shall be either personally delivered, by Federal Express or other reputable overnight courier, or sent by certified United States Postal Service (USPS) mail, postage prepaid return receipt requested, to the addresses set forth below, or to such other address as a Party may designate from time to time.

To INDUSTRY:	City of Industry 15625 E. Stafford Street, #100 City of Industry, CA 91744 Attention: Troy Helling, City Manager Phone: (626)333-2211
To SUCCESSOR AGENCY:	Successor Agency to the Industry Urban- Development Agency 15625 E. Stafford Street, #100 City of Industry, CA 91744 Attention: Troy Helling, Executive Director Phone: (626)333-2211
To DIAMOND BAR:	City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765 Attention: David Liu, Public Works Director/City Engineer Phone: (909) 839-7040

10. 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. This Agreement may be amended in writing at any time by the mutual consent of the Parties. No amendment shall have any force or effect unless executed in writing by the Parties.

11. 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. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any cause of action shall be Los Angeles County, California.

12. No assignment of this Agreement shall relieve the assigning Party of its obligations under this Agreement until such obligations have been assumed in writing by the assignee. When duly assigned in accordance with the forgoing, this Agreement shall be binding upon and inure to the benefit of the assignee.

13. The waiver by Industry, the Successor Agency, or Diamond Bar 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 Industry, the Successor Agency, or Diamond Bar unless in writing.

14. Neither Industry, the Successor Agency, nor Diamond Bar intend that there be a third-party beneficiary to this Agreement.

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

CITY OF INDUSTRY

_____
_____, Mayor

ATTEST:

_____
Julie Gutierrez-Robles, Deputy City Clerk

APPROVED AS TO FORM:

_____
James M. Casso, City Attorney

CITY OF DIAMOND BAR

_____
Carol Herrera, Mayor

ATTEST:

_____
Tommye A. Cribbins, City Clerk

APPROVED AS TO FORM:

_____
David A. DeBerry, City Attorney

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

_____
_____, Chairperson

ATTEST:

_____
Julie Gutierrez-Robles, Deputy Agency Secretary

APPROVED AS TO FORM:

_____
James M. Casso, Agency General Counsel

Exhibit A

The Betterment shall consist of the following: enhanced landscape treatment located along both sides of Grand Avenue and Golden Springs Drive as indicated on landscape drawings provided by Diamond Bar, extending approximately 700' from the intersection. Diamond Bar shall provide the Successor Agency with the final signed plans for the Betterment within 30 days of the Effective Date of this Agreement. The Betterment shall be constructed pursuant to the final signed plans.

The enhanced landscape treatment includes plant materials, irrigation, accent lighting, decorative fencing, hardscape treatment and the use of stone pavers in lieu of painted crosswalks at all four quadrants of the intersection.

All work to be performed in accordance with the enhanced landscaping design approved and provided by Diamond Bar.

Exhibit B
COST SCHEDULE

Estimated Cost of Requested Betterment

1) Enhanced Landscaping (Schedule H in bid specs)		$1,037,965
2) Traffic Signal Upgrades (30% of Schedule C in bid specs)		$ 193,000
Betterment Subtotal	=	**$1,230,965**
Construction Cost and Utility Relocations	=	$14,657,035
Estimated Total Project Construction Cost inclusive of Betterment		**$15,888,000**

Final payment to be based upon the bid amounts for Schedule H and 30% of Schedule C as contained in the awarded construction contract.

Note:
Industry payment for Diamond Bar's project management services is estimated to be 92.3% of the Management Service fees incurred by Diamond Bar based upon the following formula:

92.3%	=	$14,657,035	Estimated Total Project Construction Cost exclusive of Betterment
		$15,888,000	Estimated Total Project Construction Cost inclusive of Betterment

Diamond Bar payment of Diamond Bar's project management services is estimated to be 7.7% of actual Management Service fees incurred by Diamond Bar

The above percentages to be adjusted according to the Total Project Construction Cost and Betterment Cost as determined per the awarded construction contract.

CITY COUNCIL

ITEM NO. 6.6

CITY OF INDUSTRY
MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Bing Hyun, Assistant City Manager BH

DATE: June 13, 2019

SUBJECT: Consideration of a Professional Services Agreement with PlaceWorks, Inc. to provide an Initial Study/Negative Declaration or Mitigated Negative Declaration for proposed automobile dealership located at 17647 Gale Avenue, in an amount not to exceed $55,342.00 from June 13, 2019 to June 13, 2020

Background:

On April 11, 2019, the City released a Request for Proposals ("RFP") for an Initial Study/Negative Declaration or Mitigated Negative Declaration for a new proposed automobile dealership located on a 6.38 acre property (APN: 8264-012-923, 8264-013-914, and 8264-013-913), Contract No. PL-19-060-A. The RFP was posted on the City's PlanetBids vendor portal, and an email notification was sent out to the pre-qualified environmental review bench, which included PlaceWorks Engineering and Consulting, Inc. (PlaceWorks), Michael Baker International, CASC Engineering and Consulting, Inc. (CASC), Sage Environmental Group, RK Engineering Group, CSG Consultants, Inc., and Dudek.

Questions pertaining to the RFP were received until April 18, 2019 at 5 p.m. Proposals were received until May 9 at 5 p.m. The City received two (2) proposals in response to the RFP from CASC and PlaceWorks.

Discussion:

The proposals were reviewed by a three (3) member panel which consisted of Kathy Tai, Development Services Manager; Dina Lomeli, Contract Assistant Planner II; and Nathalie Vazquez, Contract Assistant Planner. They were reviewed based on qualifications of each firm's proposed personnel, understanding of the scope of work, approach to complete the work, price proposal, and references.

The following table summarizes the results and rankings of the proposals.

Consultant	Ranking
PlaceWorks	1
CASC	2

As set forth in the table, PlaceWorks ranked the highest, and therefore staff is recommending that the contract be awarded to PlaceWorks.

Fiscal Impact:

Appropriate $55,342.00 to the General Fund – Planning – Professional Services (account no. 100-521-5120-01) for the Professional Services Agreement with PlaceWorks. The City will recover the costs of this contract through cost recovery agreements with developers.

Recommendation:

1.) Based on the rankings, staff recommends that PlaceWorks be awarded a Professional Services Agreement to provide Initial Study/Mitigated Negative Declaration planning services in an amount not to exceed $55,342.00; and
2.) Appropriate $55,342.00 to the General Fund – Planning – Professional Services (account no. 100-521-5120-01).

Exhibits:

A. Professional Services Agreement with PlaceWorks dated June 13, 2019
B. Request for Proposals ("RFP") for Initial Study/Negative Declaration or Mitigated Negative Declaration, Contract No. PL-19-060-A.

TH/BH:yp

EXHIBIT A

Professional Services Agreement with PlaceWorks dated June 13, 2019

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of June 13, 2019 ("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 June 13, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing 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 ("Fee Proposal"), 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 Fifty-Five Thousand Three Hundred Forty-Two Dollars ($55,342.00) 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 4 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 and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

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

"CITY"
City of Industry

By: _____
Troy Helling, City Manager

"CONSULTANT"
PlaceWorks, Inc.

By: _____
Dwayne Mears, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

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 17647 Gale Avenue ("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 to ensure that deliverables are consistent with the overall project timeline.

Deliverable:

- Kick-off Meeting
- Draft 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 (electronic format only)

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 Consultant's qualified staff. All technical studies used as evidence in the analysis will be included as appendices or referenced from other adopted documents. Consultant will work with City staff to include information important to the analysis and consistent with other, similar projects in the City. The first draft will include all graphics and appendices and will be in electronic format.

Consultant's approach to addressing environmental impacts is first to determine if there is an existing ordinance, permit, policy, or program that effectively reduces the impact to

less than significant. If so, the IS/MND will describe how compliance with the law reduces the impact to less than significant. Only if there is no existing method of reducing the impact will a mitigation measure be drafted. 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 § 15097 of the CEQA Guidelines will be provided. The MMRP will include all proposed mitigation measures, timing, and responsibility. Consultant will update the MMRP to be 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. Once the edits have been reviewed and approved by staff, Consultant will prepare the public review draft IS/MND, including all technical appendices.

Consultant will prepare the Notice of Intent for the newspaper and Notice of Completion for the State Clearinghouse and will work with the City to develop a distribution list for the IS/MND. Once the forms and distribution list are approved, Consultant will send the IS/MND, 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. Consultant assumes that the IS/MND will not need to be submitted to the State Clearinghouse for State Agency review, and that a 20-day public review period would be required.

Deliverables:

- First and Second Screen Check IS/MND in Word and PDF formats
- MMRP in Word and PDF formats
- Distribution List
- All required CEQA notices

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

From its previous work in the City, Consultant knows that staff will also be a source of background information concerning this project, and Consultant will work with the City to determine if there is any additional material that would be useful for the task.

Even with the submitted studies and background information provided by the City, there are some studies essential to the environmental analysis that will be prepared by Consultant. The following describes Consultant's approach on preparing these studies:

Air Quality and Greenhouse Gas Emissions
Consultant will prepare an air quality and greenhouse gas (GHG) emissions analysis to evaluate potential impacts from the construction and operation of the proposed car dealership and associated parking structure and parking lot. The analysis will be consistent with the current methodology of the South Coast Air Quality Management District (SCAQMD). Modeling of criteria air pollutant emissions and GHG emissions will be conducted using the California Emissions Estimator Model (CalEEMod). The results of the analysis will be summarized in the IS/MND and modeling included as an appendix.

Construction Phase. Consultant will quantify short-term emissions generated from construction of the proposed project based on the construction schedule and duration for the project, the anticipated equipment for each construction subphase, and demolition debris and soil haul volumes (if applicable), as provided by the Applicant. Where information is unavailable, Consultant will use CalEEMod defaults, as appropriate, and work with the City/Applicant to develop the construction assumptions. Maximum daily construction emissions will be compared to the SCAQMD regional significance thresholds for construction. Localized air pollution impacts from construction equipment exhaust and fugitive dust will be compared to SCAQMD's screening-level localized significance thresholds (LST) for their potential to elevate concentrations of air pollutants at the sensitive and non-sensitive uses proximate to the project site. A construction health risk assessment is not proposed; it is assumed that based on the LST analysis, construction-related risk can be described qualitatively.

Operational Phase. The proposed project would result in an increase in criteria air pollutants and GHG emissions from transportation sources, energy use (natural gas and electricity [GHG only]), area sources (architectural coatings, landscape fuel, consumer products), water use and wastewater generation (GHG only), and solid waste disposal (GHG only). Consultant will quantify the potential increase in criteria air pollutants and GHG emissions impacts associated with the proposed project. Total emissions from construction activities will be amortized into the GHG emissions inventory. Overall, the project's operational phase emissions will be compared to the SCAQMD significance thresholds for criteria air pollutants and GHG emissions.

Other Air Quality Impacts. SCAQMD has adopted an air quality management plan (AQMP) to ensure the SoCAB can attain the long-term National and California ambient air quality standards (AAQS). Consultant will provide a consistency evaluation of the project's regional emissions with SCAQMD's AQMP. The SoCAB has been designated

in attainment for carbon monoxide (CO) under both the California and National AAQS. Therefore, the air quality analysis will include only a qualitative assessment of CO hotspots. Consultant will also analyze odor impacts qualitatively.

GHG Plan Consistency. The GHG section will discuss the GHG reduction goals of Assembly Bill 32 (AB 32), Senate Bill 32 (SB 32), and SB 375. To achieve the GHG reduction targets of AB 32 and SB 32, the California Air Resources Board (CARB) adopted the 2017 Scoping Plan Update. In addition, the Southern California Association of Governments (SCAG) has adopted a regional transportation plan/sustainable communities' strategy (2016-2040 RTP/SCS) to ensure that the southern California region can attain the regional transportation-related GHG reduction goals of SB 375. Project consistency with these statewide and regional GHG emissions reduction strategies will be reviewed.

Noise and Vibration

Consultant will conduct a third-party technical review of the noise technical study and associated modeling prepared for the Project. The review will confirm the use of accepted thresholds of significance, confirm that the technical modeling assumptions for construction and operational activities were conducted in accordance with industry standards and best practices, evaluate internal consistency between the modeling assumptions and the project description and traffic report, and review recommended measures to reduce significant impacts of the project (if necessary). The technical analysis for noise is assumed to be complete and contain all information necessary to adequately evaluate impacts associated with the proposed project. This scope of work assumes up to one (1) round of peer review and comment and subsequent incorporation of the findings into the IS/MND for the project.

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. If the tribes request consultation, the City must initiate this consultation within 30 days. Consultant assumes City staff will conduct the consultation.

Traffic and Circulation: Traffic Study
Consultant will prepare an analysis to evaluate potential traffic impacts of the proposed project. The analysis will be prepared according to methodologies to prepare traffic impact studies in the City under the supervision of a licensed traffic engineer. The following scope of work is anticipated to conduct the traffic impact analysis for the project.

Kick-Off and Scoping Agreement with Lead Agency
Consultant will prepare a scoping agreement/memorandum of understanding for the traffic impact analysis for City approval. The scoping agreement will include a trip generation estimate for the project, trip distribution, a list of study area intersections to be evaluated, and identification of ambient growth rate and scenarios to be evaluated. Trip distribution pattern assumptions will be based on a review of the circulation network and land use patterns in consultation with the City. In addition, criteria to evaluate levels of service and to determine thresholds of significance will be included in the scoping agreement. Given the project's proximity to SR-60, Consultant will also consult with Caltrans to discuss potential concerns related to the project and will perform any analyses that may be required.

Inventory of Circulation Network Conditions
Consultant staff will conduct a field inventory of up to 10 intersections and 6 roadway segments. In addition, public transit service route and bus stops, as well as truck routes will be identified. If the City has current (i.e., less than one year old) traffic counts available in the study area, those counts will be requested and utilized in this study. Weekday AM and PM peak hour turn movement volumes will be collected at up to 10 intersections and 24-hour traffic count will be taken at up to 4 roadway segments.

Evaluate Existing and Future Traffic Conditions
Consultant staff will consult with the City and nearby cities to include trips from up to 20 cumulative developments that could be operational at the time of project opening year. Trip generation and trip distribution for the cumulative developments will be estimated for inclusion in the background traffic conditions at project opening year. Traffic volumes and intersection levels of service will be calculated at the study intersections and roadway segments for the following scenarios:

Consultant will evaluate the following scenarios:
» Existing
» Existing Plus Project
» Future Without Project
» Future 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 and, if necessary, mitigation measures will be recommended. Upon approval of the scoping agreement and further understanding of the project, revisions and adjustments to the scope and budget may be required.

Review Site Plan Access
The potential for queuing at the project's access driveways, truck ingress and egress, and internal circulation will also be evaluated. The traffic study will evaluate the safety of the egress and ingress at the proposed access driveways based on adequacy of sight distance for project traffic entering and exiting the project site. Recommendations will be prepared to accommodate the demand during peak traffic hours.

Traffic Study
Consultant will document the results of the traffic impact analysis in a technical report that incorporates the findings and all supporting calculations. The traffic study will also be prepared to satisfy the requirements to evaluate transportation impacts for the proposed Initial Study. This scope includes one round of revisions to address project team and city comments. No in-person meetings/hearings are included in this scope.

If additional scenarios or intersections/roadways not included in this scope of work need to be analyzed, a scope and budget augment would be required and would be billed on a time and material basis.

TASK 4. PREPARE PROOF CHECK DRAFT IS/MND
Upon receipt of the City's and applicant's comments on the 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 in Word and PDF formats

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 this document; City will print hard copies as needed. Consultant will prepare for City distribution ALL required CEQA notices for this project (i.e., 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, and distribute the IS/MND to the contacts on the City's distribution list, so the City may 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 State Clearinghouse and the City's Distribution List
- Notice of Intent to Adopt (M)ND

TASK 6. PREPARE RESPONSES TO COMMENTS

Although not required by CEQA, the City's policy is to provide a thorough Responses to Comments document for the IS/MND. The Responses to Comments document is expected to be very detailed and comprehensive. 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 with letters and numbers so that each comment is assigned a unique letter/number combination. Consultant will evaluate the extent of the comments and will review its 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 Responses 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. The scope assumes that the City will distribute responses to individual agencies; however, Consultant can assist if directed by the City.

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

FEE PROPOSAL

Table 2. Cost Estimate

TASK	COST
Task 1. Project Initiation/Kick-off Meeting	$ 1,000
Task 2. Project Description	1,780
Task 3. Prepare 1st and 2nd SC IS/MND and MMRP	18,805
Air Quality/GHG	3,550
Noise and Vibration	1,080
Traffic Impact Study	17,290
SB52 Tribal Consultation Letters	310
Task 4. Prepare Proof Check Draft IS/MND	2,280
Task 5. Circulation of Draft IS/MND and MMRP/Notice of Intent	1,815
Task 6. Prepare Responses to Comment (time and materials above 10 hours)	1,600
Task 7. Meeting Attendance (two meetings at PC and two meetings at City Council budgeted)	1,880
Subtotal - Labor	**$51,390**
Traffic Counts Subconsultant	2,464
Screen Check, Final Copies of IS/MND, MMRP (electronic and master hard copy)	$150
State Clearinghouse Summary Form and CDs (15 copies)	150
Mileage	160
Office Expenses (2% of labor)	1,028
Subtotal - Reimbursables	**$3,908**
GRAND TOTAL	**$55,342**

Hourly Rates by Staff Level

STAFF LEVEL	HOURLY BILL RATE
Principal	$215–$335
Associate Principal	$185–$230
Senior Associate/Senior Scientist	$165–$210
Associate/Scientist	$135–$180
Project Planner/Project Scientist	$105–$135
Planner/Assistant Scientist	$95–$110
Graphics Specialist	$65–$160
Administrator	$145–$195
Clerical/Word Processing	$45–$140
Intern	$75–$95

Subconsultants are billed at cost plus 10%. Mileage reimbursement rate is the standard IRS-approved rate. Last Update: 2019-01-09

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.

EXHIBIT B

Request for Proposals ("RFP") for Initial Study/Negative Declaration or Mitigated Negative Declaration, Contract No. PL-19-060-A

[Attached]

CITY OF INDUSTRY

REQUEST FOR PROPOSAL (RFP)

FOR

INITIAL STUDY / NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION

Contract NO. PL-19-060-A
Planning Department
CITY OF INDUSTRY
Released on APRIL 11, 2019

REQUEST FOR PROPOSAL (RFP) NO. PL-19-060-A

PROPOSALS DUE APRIL 25, 2019 5:00 pm

Dear Consultants:

The City of Industry (hereinafter referred to as the "City") is requesting proposals from Planning Bench consultants, for the preparation of an Initial Study/Negative Declaration or Mitigated Negative Declaration.

1. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

- Release of RFP **4-11-19**
- Proposals are Due **4-25-2019 5:00 pm**
- Approval of Contract **TBD**

*All dates are subject to change at the discretion of the City

2. SCOPE OF WORK

The City of Industry invites you to submit a proposal for environmental consulting assistance. The work activity includes preparation of an **Initial Study / Negative Declaration or Mitigated Negative Declaration** ("IS/ND" or "MND"), and any related mitigation monitoring and reporting program ("MMRP"). Peer review of the technical studies provided by the applicant and incorporation of the mitigation measures is required. The environmental consultant will also prepare responses to comments on the environmental document and attend all public hearings.

TECHNICAL STUDIES

Provided by the Applicant:
- Phase I and Phase II Environmental Assessments
- Geotechnical Report
- Exterior Noise Analysis
- Hazardous Material Survey Report
- Hydrology Studies: Water Quality Management Plan (WQMP)

Provided by the Consultant:
- The consultant will be responsible for the peer review of, and the incorporation of, the technical studies provided by the applicant, the drafting of any additional studies required, this includes a traffic study, to complete the environmental review, and for drafting the IS/ND or MND and MMRP. The consultant will also be responsible for preparation of the air quality and greenhouse gas emissions analysis, and for the drafting of all related mitigation measures addressing significant impacts.

Provided by the City:
- Background information on other aspects of the environmental review such as cultural and biological resources, land use, population/housing, and public services impacts prepared for other projects and applicable to this project will be provided by the City.

DESCRIPTION

Development Site:
The vacant parcel is approximately 277,912.8 square-feet (6.38 acres) and zone Automobile Zone ("AZ") with a general plan land use designation Commercial. The only existing structure on the

property is a digital free standing sign abutting Gale Avenue. The site is north of Gale Avenue and State Route 60 Freeway, south of Union Pacific Railroad, east of a Hyundai dealership, and west of an existing Mazda dealership.

Proposed Project:
Roger S. Penske, Jr., representing SoCal Penske Dealer Group, is proposing a new automobile dealership at an existing property zoned for automobile dealerships. The 6.38 acre property sits on three existing parcels (APN: 8264-012-923, 8264-013-914, and 8264-013-913) that will be merged through a covenant agreement or a lot merger, there is no recorded address to identify the property.

As illustrated on the site plan, the proposed development will consist of three individual buildings that will have a combined floor area of 102,014 square-feet along with a three story parking structure with a floor area of 98,940 square-feet. The three buildings will accommodate two separate dealerships that will operate on the property. Volvo will be a total of 10,487 square-feet, Jaguar will be a total of 17,131 square-feet, and a service and accounting area will be a total of 51,007 square-feet. The proposed three story parking structure will have a building foot print of 34,078 square-feet. The applicant is also proposing to provide 793 parking spaces and 25,390 square-feet in landscaping.

TASK 1 – PROJECT INITIATION

Consultant will attend a kick-off meeting with the applicant's project team and City staff to discuss the project, the proposed scope of work, and a project timeline indicating the approximate timeframe for the preparation of the IS/ND or IS/MND will be required at the time of the kick off meeting. Consultant will identify data needs, project objectives, and ensure that deliverables are consistent with the overall project timeline.

Deliverable

- ✓ Kick-off meeting

TASK 2 — PROJECT DESCRIPTION

Consultant will work with City staff and the applicant to prepare a project description that will comply with the California Environmental Quality Act ("CEQA"), articulate the proposed development activity, required discretionary approvals, and any other pertinent information. Information provided by the applicant will be the basis for the project description.

Deliverable

- ✓ Project Description

TASK 3 PREPARE 1st AND 2nd SCREEN CHECK IS/MND and MMRP

Consultant will prepare the environmental impact evaluation for the Screen check IS/ND or MND. City staff will not prepare any IS/ND or MND sections but will provide to the Consultant any required information to complete the analysis. If staff comments are extensive, a second screen check IS/ND or MND must be provided by Consultant. A second screen check document and review cycle must therefore be budgeted. All conclusions and substantiating information will be documented in the IS/ND or IS/MND. Consultant will finalize and City will distribute the IS/ND or MND.

Deliverables

- ✓ Screen check IS/ND or IS/MND and MMRP
- ✓ Distribution List

TASK 4 — PREPARE PROOF CHECK DRAFT IS/ND or IS/MND

Upon receipt of the City's and applicant's comments on the screen check IS/ND or MND submittal, Consultant will make revisions and resubmit the document as a PROOF CHECK IS/ND or MND. A proof check IS/ND or MND is the final print copy of the IS/ND or MND before printing. No major comments on the document are anticipated from City staff at this level of the review.

Deliverable

✓ Proof check IS/ND or MND

TASK 5 — CIRCULATION OF DRAFT IS/ND or MND AND MMRP

The proof check document with any revisions requested by City staff will serve as the Draft IS/ND or IS/MND and MMRP. Consultant will prepare and City will distribute copies of the draft IS/ND or IS/MND. Consultant will prepare for City distribution **ALL** required CEQA notices for this project (i.e. the Notice of Completion, Notice of Availability, etc.). The City of Industry will be responsible for newspaper notices.

Deliverable

✓ Draft IS/ND or MND and MMRP
✓ CEQA Notices

TASK 6 — PREPARE RESPONSES TO COMMENTS

Although not required by CEQA, the City's policy is to provide a thorough Responses to Comments document for the IS/ND or MND. The Responses to Comments document is expected to be very detailed and comprehensive. Upon receipt of written comments on the Draft IS/ND or MND from the State Clearinghouse and other parties, Consultant will review all comments. Consultant will prepare written responses to comments that raise environmental issues. These responses will be provided as a separate Responses to Comments document. Upon receipt of the City's comments, Consultant will finalize the responses to comments. Responses to public agency comments will be mailed by City.

Deliverable

✓ Responses to Comments

TASK 7 -- MEETING ATTENDANCE AS NEEDED

In addition to the kick-off meeting, the proposal should budget for the following public meetings:

- Planning Commission public hearings (one or more meetings)
- City Council public hearing (one or more meetings)

<u>TENTATIVE PROJECT SCHEDULE</u>

Kick-Off Meeting	WEEK 1
Screen check Draft Due to City for Review	WEEK __ To be proposed by consultant
Completed Initial Study/ ND or MND Sections due	WEEK __ To be proposed by consultant
Public Notice and Review Period (30 Days Min.)	WEEKS __ To be proposed by consultant
Responses to Comments Received	WEEK __ To be proposed by consultant
Public Hearing(s)	TBD

3. PROPOSAL FORMAT GUIDELINES

Consultants are to provide the City of Industry with a proposal using the following guidelines:

Each proposal will adhere to the following order and content of sections. Proposal should be straightforward and concise as the City has already reviewed and selected your firm as one of

the planning service providers. The following proposal sections are to be included in the Proposer's response:

A. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the work to be done and the objectives to be accomplished.

B. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize time and cost effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for services desired.

C. Staffing

Provide a list and resumes of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.

D. Similar Projects

Provide a list of at least three projects with references for similar services provided by your firm. The City of Industry reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

E. Fee Proposal

All proposers shall submit an hourly not to exceed fee proposal which delineates tasks, hours and cost for all staff working on the project. Pricing must be consistent with the terms and rates as set

forth in the consultant's on call contract with City. Proposals shall be valid for a minimum of 180 days following submission.

4. PROCESS FOR SUBMITTING PROPOSALS

The City will receive proposals for "Request for Proposals for Initial Study / Mitigated Negative Declaration" for Contract No. PL-19-060-A until 5:00 P.M. on April 25, 2019 online via the City of Industry PlanetBids Vendor Portal. No paper, mailed or emailed proposals will be accepted. All proposals must be submitted through the City of Industry's PlanetBids Vendor Portal at http://www.cityofindustry.org/?p=proposal-and-bid.

It is the responsibility of the proposers to make sure the proposal is submitted through the City of Industry PlanetBids Vendor Portal, prior to the date and time indicated. Otherwise, the proposal will be rejected and not considered. The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all proposals and/or terminate this RFP process at any time, for any reason, without notice and with no obligations.

City of Industry Contact(s)

Primary	City of Industry Kathy Tai, Development Services Manager 626-333-2211 ktai@cityofindustry.org

5. EVALUATION OF PROPOSALS AND SELECTION PROCESS

The City will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

The criteria categories are as follows:

Criteria Categories	Points Possible	Points Awarded
Qualifications of Key Personnel: Include ability to provide the requested scope of services, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.	25	
Approach to Providing the Requested Scope of Services: Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.	10	
Price Proposal	25	
Innovation/Creative Approach: Innovative and/or creative approaches to providing the services that provide additional efficiencies, expedited timing or increased performance capabilities.	25	
References	15	
Total Points	**100**	

A. **Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. **Proposal Review**

The Committee will review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of the evaluation process, the Committee will rank all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

6. EX PARTE COMMUNICATIONS

Except as set forth herein, Proposers and Proposers' representatives are prohibited from communicating with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

7. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

8. STANDARD TERMS AND CONDITIONS

A. Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Professional Services Agreement

The City will require a professional services agreement from the consultant found most qualified. A copy of the City's standard PSA is attached hereto. Please be advised the following provisions of the City's PSA are non-negotiable:

- Indemnification
- All insurance terms

- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law

If an agreement cannot be reached, negotiations with an alternate consultant may commence.

CITY COUNCIL

ITEM NO. 6.7

CITY OF INDUSTRY
MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Bing Hyun, Assistant City Manager

DATE: June 13, 2019

SUBJECT: Consideration of a Professional Services Agreement with CASC Engineering and Consulting, Inc. to provide an Initial Study/Negative Declaration or Mitigated Negative Declaration for a proposed ordinance change regarding collectible malls, in an amount not to exceed $22,295 from June 13, 2019 to June 13, 2020

Background:

On April 11, 2019, the City released a Request for Proposals ("RFP") for an Initial Study/Negative Declaration or Mitigated Negative Declaration for a proposed ordinance change to Industry Municipal Code Title 17 to add a collectible mall as a conditionally permitted use. The RFP was posted in the City's PlanetBids vendor portal and an email notification was sent out to the pre-qualified environmental review bench; which included PlaceWorks Engineering and Consulting, Inc., Michael Baker International, CASC Engineering and Consulting, Inc. (CASC), Sage Environmental Group, RK Engineering Group, CSG Consultants, Inc., and Dudek.

Questions pertaining to the RFP were received until May 6, 2019 at 5:00 p.m. Proposals were received until May 13, 2019 at 5:00 p.m. The City received one (1) proposal in response to the RFP from CASC.

Discussion:

The proposal was reviewed by a three (3) member panel which consisted of Kathy Tai, Development Services Manager; Dina Lomeli, Contract Assistant Planner II; and Nathalie Vazquez, Contract Assistant Planner. The panel agreed CASC is qualified to perform the work based on the firm's proposed personnel, understanding of the scope of work, approach to complete the work, price proposal, and references. The proposed contract with CASC includes $18,475 to perform the work described in the RFP, plus $3,820 to perform additional services approved by the City Manager if substantial changes to the scope of work are needed, for a total contract amount of $22,295.

Fiscal Impact:

Appropriate $22,295 to the General Fund – Planning – Professional Services (account no. 100-521-5120-01) for the Professional Services Agreement with CASC. The City will

recover the costs of this contract through cost recovery agreements with developers.

Recommendation:

1.) Staff recommends that CASC Engineering and Consulting, Inc., be awarded a Professional Services Agreement to provide Initial Study/Mitigated Negative Declaration planning services in an amount not to exceed $22,295; and
2.) Appropriate $22,295 to the General Fund – Planning – Professional Services (account no. 100-521-5120-01).

Exhibits:

A. Professional Services Agreement with CASC Engineering and Consulting, Inc., dated June 13, 2019
B. Request for Proposals ("RFP") for Initial Study/Negative Declaration or Mitigated Negative Declaration

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TH/BH:yp

EXHIBIT A

Professional Services Agreement with CASC Engineering and Consulting, Inc. dated June 13, 2019

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of June 13, 2019 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and CASC Engineering and Consulting, Inc., a California S-corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 13, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing environmental planning and consulting, 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-Two Thousand Two Hundred and Ninety-Five Dollars ($22,295.00) 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 4 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:	Frank Coyle Director of Planning CASC Engineering & Consulting, Inc. 633 West Route 66, Ste A Glendora, CA 91740

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or

remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"
City of Industry

By: _____
Troy Helling, City Manager

"CONSULTANT"
CASC Engineering and Consulting, Inc.

By_____
Frank Coyle, Director of Planning

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

Approved as to form:

By:_____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

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 a proposed ordinance change regarding collectible malls ("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's Project Director, Frank Coyle, and Associate Planner, Regine Osorio, will attend one Project Kick-Off Meeting with City Staff. Consultant will coordinate with the City to schedule the Kick-Off Meeting for the week following approval of this Agreement. The meeting will include discussions of the detailed Scope of Work prepared for the Project. The Team will discuss and review the Project Schedule, Budget, and Work Plan. The Consultant Team will provide a preliminary list of available relevant information and documents that are needed for the Project and Environmental Analysis. The Consultant Team will also provide a proposed communication protocol among City Staff as well as others who the Project Team believes could provide valuable input into the process. Consultant anticipates that the City will provide a status update of the Project, including the application status and any review comments that have been issued by the City's preliminary review. The Project Schedule will be based upon the list of key dates provided in the RFP, culminating in a City Council Hearing on or about September 26, 2019 and an ordinance effective date of approximately October 26, 2019, or as directed by the City. The Project Team will also discuss the Work Plan details of the process, including an identification of team responsibilities and communications, important milestones, and quality control procedures. During the meeting, the anticipated level of City Staff support will be to provide the necessary Project materials and City-related comments. Within 48-hours after the Project Kick-Off Meeting, the Team will prepare and submit to the City's Project Manager a detailed Work Plan and updated Project Schedule.

Deliverable

- ✓ Kick-off meeting

TASK 2—PROJECT DESCRIPTION

Upon completion of the Project "Kick-Off" Meeting and communication follow up with Staff, Consultant will update the Project Description (as necessary and in consultation with the City Staff and Applicant). As part of this task, Consultant will prepare a Technical Memo to address the primary issues to be analyzed throughout the Initial Study. In addition, Consultant will update the Project Schedule based on when requested materials will be received, that addresses the following items: (1) development of the Initial Study, (2) preparation of the Mitigation, Monitoring, and Reporting Program (MMRP) and (3) Consultant's assistance with notifications associated with public notification process (e.g.,

NOI and NOD) associated with state CEQA Statutes and Guidelines and regulatory process.

Deliverables

- ✓ Electronic and paper copies of the Project Description, Detailed Work Plan, and updated Project Schedule.
- ✓ Any revisions to the Project Description after initiation of the IS/MND, peer-review of Applicant-prepared technical studies and/or preparation of technical studies, may require an addendum to the Scope of Services prior to start of the additional work.

TASK 3—PREPARE 1st AND 2nd SCREEN CHECK IS/MND and MMRP

The Project is an amendment to Title 17 (Chapter 17.08 – "Definitions" and Chapter 17.12 – "Commercial Zone") of the City's municipal code, which would allow for a collectible mall to be a permitted use in the City with approval of a Conditional Use Permit (CUP). Consultant will prepare the environmental impact evaluation for the Screen check IS/ND or MND. City staff will not prepare any IS/ND or MND sections but will provide to the Consultant any required information to complete the analysis. If staff comments are extensive, a second screen check IS/ND or MND must be provided by Consultant. A second screen check document and review cycle must therefore be budgeted. Consultant will prepare all required CEQA forms including Notice of Intent, IS, and distribution list for City review and approval. City will distribute. All conclusions and substantiating information will be documented in the IS/ND or MND Consultant will finalize and City will distribute the IS/ND or MND.

Deliverables

- ✓ One (1) electronic copy of the 1st and 2nd Screencheck Initial Study in Word format for review.
- ✓ One (1) electronic copy of the 1st and 2nd Screencheck Initial Study in PDF format.

TASK 4 — PREPARE PROOF CHECK DRAFT IS/MND

Upon receipt of one set of consolidated comments from the City and the Applicant on the Screencheck IS/MND (Task III), Consultant will make revisions accordingly and submit the Proof Check Draft IS/MND to the Staff. This document will be considered the final print copy prior to printing. No major comments on the document are anticipated from the Staff and/or the Applicant.

Deliverables

- ✓ One (1) electronic copy of the Proof Check Draft Initial Study in Word format for review.
- ✓ One (1) electronic copy of the Proof Check Draft Initial Study in PDF format.

TASK 5 —CIRCULATION OF DRAFT IS/MND AND MMRP

Consultant will finalize the Proof Check Draft IS/MND and MMRP for public circulation. CASC will prepare for City distribution required CEQA notices for the Project. This Scope assumes a typical distribution list per City guidelines. If it is determined by Staff to expand the radius of the distribution list, separate authorization may be requested. Notices include the Notice of Completion, Notice of Availability, Notice of Determination. Per review of the RFP, the City will coordinate the notice in the local newspaper.

Deliverables

- ✓ One (1) copy of the Printcheck Initial Study in Word format.
- ✓ One (1) copy of the Printcheck Initial Study in PDF, including all figures, exhibits, and appendices.
- ✓ Up to fifteen (15) CDs and ten (10) printed copies for distribution.

TASK 6 – PREPARE RESPONSES TO COMMENTS

If requested by the City, Consultant will prepare responses to public and agency comments that have been received associated with the Initial Study. It is assumed that the City will forward comments as soon as they are received. The responses will be substantive and thorough and will be provided in a separate Response to Comments (RTC) memorandum.

Deliverable

- ✓ One (1) electronic copy of the Response to Comments document in Word format for review.

TASK 7 – PUBLIC HEARING ATTENDANCE

As requested in the City's RFP, Consultant Project Manager will attend one (1) Planning Commission and one (1) City Council public hearing to answer any questions regarding the IS/MND and/or MMRP. If additional attendance at hearing(s) is required, they will be provided under separate authorization at the bill rate of the Project Manager ($180/hr.).

TASK 8 – MEETINGS AND COORDINATION

Consultant will ensure effective communication with Staff during the preparation of the IS/MND. In addition, Consultant will ensure that the Project is on schedule and within budget, and the documents prepared are to the City's and Applicant's satisfaction. Consultant has allocated twenty-four (24) hours to this task. This allocation is based on the Schedule shown below to complete the Project. If additional hours are needed and/or delays in the Schedule are needed for the completion of the Project, they will be provided under separate authorization.

EXHIBIT B

RATE SCHEDULE

	PRICE PROPOSAL	FEE
Task I.	Project Initiation	$890.00
Task II.	Prepare Project Description	$1,030.00
Task III	Prepare 1st and 2nd Screencheck IS/MND and MMRP - Task IIIA 1st Screen Check IS/MND and MMRP - Optional Task IIIB – 2nd Screen Check IS/MND and MMRP *	$6,810.00 $3,820.00*
Task IV.	Prepare Proof Check Draft IS/MND	$2,695.00
Task V.	Circulation of Draft IS/MND and MMRP	$1,025.00
Task VI.	Prepare Responses to Comments	$855.00
Task VII.	Public Hearing Attendance	$2,280.00
Task VIII.	Meetings and Coordination	$2,890.00
	Grand Total IS/MND (Without Optional Task IIIB):	*$18,475.00*
	Grand Total IS/MND (With Optional Task IIIB):	*$22,295.00*

* Written authorization by City Manager must be obtained prior to Consultant performing Optional Task IIIB.

	PRICE PROPOSAL	FEE
Task I.	Project Initiation	$890.00
Task II.	Prepare Project Description	$1,030.00
Task III.	Prepare 1st and 2nd Screencheck IS/MND and MMRP - Task IIIA 1st Screen Check IS/MND and MMRP - *Optional Task IIIB – 2nd Screen Check IS/MND and MMRP**	$6,810.00 $3,820.00*
Task IV.	Prepare Proof Check Draft IS/MND	$2,695.00
Task V.	Circulation of Draft IS/MND and MMRP	$1,025.00
Task VI.	Prepare Responses to Comments	$855.00
Task VII.	Public Hearing Attendance	$2,280.00
Task VIII.	Meetings and Coordination	$2,890.00
	Grand Total IS/MND (Without Optional Task IIIB):	*$18,475.00*
	Grand Total IS/MND (With Optional Task IIIB):	*$22,295.00*

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to 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 interest provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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

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

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

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

EXHIBIT B

Request for Proposals ("RFP") for Initial Study/Negative Declaration or Mitigated Negative Declaration

[Attached]

CITY OF INDUSTRY

REQUEST FOR PROPOSAL (RFP)

FOR

INITIAL STUDY / NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION

Planning Department
CITY OF INDUSTRY
Released on 4-29-2019

REQUEST FOR PROPOSAL (RFP)

PROPOSALS DUE 5-13-2019 5:00 pm

Dear Consultants:

The City of Industry (hereinafter referred to as the "City") is requesting proposals from Planning Bench consultants, for the preparation of an Initial Study/Negative Declaration or Mitigated Negative Declaration.

1. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

- Release of RFP **4-29-2019**
- Proposals are Due **5-13-2019 5:00 pm**
- Approval of Contract **6-13-2019**

*All dates are subject to change at the discretion of the City

2. SCOPE OF WORK

The City of Industry invites you to submit a proposal for environmental consulting assistance. The work activity includes preparation of an **Initial Study / Negative Declaration or Mitigated Negative Declaration** ("IS/ND" or "MND"), and any related mitigation monitoring and reporting program ("MMRP") for a proposed ordinance change. The environmental consultant will also prepare responses to comments on the environmental document and attend all public hearings.

Provided by the Consultant:

- The consultant will be responsible for preparation of an initial study/negative declaration or mitigated negative declaration for a proposed ordinance change.

Provided by the City:

- Background information on other aspects of the environmental review such as cultural and biological resources, land use, population/housing, and public services impacts prepared for other projects and applicable to this project will be provided by the City.

DESCRIPTION

Proposed Project:

On December 13, 2018, an application for a code amendment was submitted by Janet Zamarripa from Frank & Son Collectible Show ("Applicant") requesting that the City amend Title 17 of the City's Municipal Code ("Code"), which will include changes to Chapter 17.08 (Definitions) and Chapter 17.12 (Commercial Zone). The requested changes under Zone Amendment ("ZA") No. 18-2 will allow for a collectible mall to be a permitted use in the City with approval of a Conditional Use Permit ("CUP").

Project Background

Frank & Son Collectible Show (Frank & Son) is currently located at 19649 San Jose Avenue, City of Industry, CA 91748 under the jurisdiction of unincorporated Los Angeles County. The Applicant is proposing to relocate her business to 17835 Gale Avenue, City of Industry, CA 91748. According to the Frank & Son webpage, the use is described as a "collectible show" where individual vendors sell new and used/vintage collectables such as comic books, sports and movie memorabilia, baseball cards, game trading cards, new and retro videogames, Disney collectable items, and a variety of toys. In addition, the use includes hosting special events like autograph

signings from actors, wrestlers, UFC fighters, and gaming tournaments. A staff visit to the site confirmed this description and identified an Exhibit/Event space for the hosting of celebrity autograph signing and gaming tournaments. Other uses include an arcade game area and a small number of assessor food uses selling hot prepared food from a vending cart and prepackaged snacks and drinks.

TASK 1 – PROJECT INITIATION

Consultant will attend a kick-off meeting with the applicant's project team and City staff to discuss the project, the proposed scope of work, and a project timeline indicating the approximate timeframe for the preparation of the IS/ND or IS/MND will be required at the time of the kick-off meeting. Consultant will identify data needs, project objectives, and ensure that deliverables are consistent with the overall project timeline.

Deliverable

- ✓ Kick-off meeting

TASK 2—PROJECT DESCRIPTION

Consultant will work with City staff and the applicant to prepare a project description that will comply with the California Environmental Quality Act ("CEQA"), articulate the proposed development activity, required discretionary approvals, and any other pertinent information. Information provided by the applicant will be the basis for the project description.

Deliverable

- ✓ Project Description

TASK 3—PREPARE 1st AND 2nd SCREEN CHECK IS/MND and MMRP

Consultant will prepare the environmental impact evaluation for the Screen check IS/ND or MND. City staff will not prepare any IS/ND or MND sections but will provide to the Consultant any required information to complete the analysis. If staff comments are extensive, a second screen check IS/ND or MND must be provided by Consultant. A second screen check document and review cycle must therefore be budgeted. All conclusions and substantiating information will be documented in the IS/ND or IS/MND Consultant will finalize and City will distribute the IS/ND or MND.

Deliverables

- ✓ Screen check IS/ND or IS/MND and MMRP
- ✓ Distribution List

TASK 4—PREPARE PROOF CHECK DRAFT IS/ND or IS/MND

Upon receipt of the City's and applicant's comments on the screen check IS/ND or MND submittal, Consultant will make revisions and resubmit the document as a PROOF CHECK IS/ND or MND. A proof check IS/ND or MND is the final print copy of the IS/ND or MND before printing. No major comments on the document are anticipated from City staff at this level of the review.

Deliverable

- ✓ Proof check IS/ND or MND

TASK 5—CIRCULATION OF DRAFT IS/ND or MND AND MMRP

The proof check document with any revisions requested by City staff will serve as the Draft IS/ND or IS/MND and MMRP. Consultant will prepare and City will distribute copies of the draft IS/ND or IS/MND. Consultant will prepare for City distribution **ALL** required CEQA notices for this project (i.e. the Notice of Completion, Notice of Availability, etc.). The City of Industry will be responsible for newspaper notices.

Deliverable

✓ Draft IS/ND or MND and MMRP
✓ CEQA Notices

TASK 6 —PREPARE RESPONSES TO COMMENTS

Although not required by CEQA, the City's policy is to provide a thorough Responses to Comments document for the IS/ND or MND. The Responses to Comments document is expected to be very detailed and comprehensive. Upon receipt of written comments on the Draft IS/ND or MND from the State Clearinghouse and other parties, Consultant will review all comments. Consultant will prepare written responses to comments that raise environmental issues. These responses will be provided as separate Responses to Comments document. Upon receipt of the City's comments, Consultant will finalize the responses to comments. Responses to public agency comments will be mailed by City.

Deliverable

✓ Responses to Comments

TASK 7 -- MEETING ATTENDANCE AS NEEDED

In addition to the kick-off meeting, the proposal should budget for the following public meetings:

- Planning Commission public hearings (one or more meetings)
- City Council public hearing (one or more meetings)

<u>TENTATIVE PROJECT SCHEDULE</u>

Award Contract	June 13, 2019
Draft IS/ND due to City	July 5, 2019
City provides comments to Consultant	July 12, 2019
Final IS/ND due to City	July 16, 2019
20-day notice period begins	July 17, 2019
Planning Commission meeting (hearing)	August 6, 2019
City Council meeting (first reading)	September 12, 2019
City Council meeting (second reading)	September 26, 2019
Ordinance effective date	October 26, 2019

3. PROPOSAL FORMAT GUIDELINES

Consultants are to provide the City of Industry with a proposal using the following guidelines:

Each proposal will adhere to the following order and content of sections. Proposal should be straightforward and concise as the City has already reviewed and selected your firm as one of the planning service providers. The following proposal sections are to be included in the Proposer's response:

A. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the work to be done and the objectives to be accomplished.

B. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; and (iii) any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

2. A detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

3. A detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

4. A detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize time and cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for services desired.

C. Staffing

Provide a list and resumes of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.

D. Similar Projects

Provide a list of at least three projects with references for similar services provided by your firm. The City of Industry reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

E. Fee Proposal

All proposers shall submit an hourly not to exceed fee proposal which delineates tasks, hours and cost for all staff working on the project. Pricing must be consistent with the terms and rates as set forth in the consultant's on call contract with City. Proposals shall be valid for a minimum of 180 days following submission.

4. PROCESS FOR SUBMITTING PROPOSALS

The City will receive proposals for "Request for Proposals for Initial Study / Mitigated Negative Declaration" until **5:00 P.M. on May 13, 2019** online via the City of Industry PlanetBids Vendor Portal. No paper, mailed or emailed proposals will be accepted. All proposals must be submitted through the City of Industry's PlanetBids Vendor Portal at http://www.cityofindustry.org/?p=proposal-and-bid.

It is the responsibility of the proposers to make sure the proposal is submitted through the City of Industry PlanetBids Vendor Portal, prior to the date and time indicated. Otherwise, the proposal will be rejected and not considered. The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all proposals and/or terminate this RFP process at any time, for any reason, without notice and with no obligations.

City of Industry Contact(s)

Primary	City of Industry
	Kathy Tai, Development Services Manager
	626-333-2211
	ktai@cityofindustry.org

5. EVALUATION OF PROPOSALS AND SELECTION PROCESS

The City will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

The criteria categories are as follows:

Criteria Categories	Points Possible	Points Awarded
Qualifications of Key Personnel: Include ability to provide the requested scope of services, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.	25	
Approach to Providing the Requested Scope of Services: Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.	10	
Price Proposal	25	
Innovation/Creative Approach: Innovative and/or creative approaches to providing the services that provide additional efficiencies, expedited timing or increased performance capabilities.	25	
References	15	
Total Points	**100**	

A. **Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. **Proposal Review**

The Committee will review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The City may contact and evaluate the Proposer's

references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of the evaluation process, the Committee will rank all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

6. EX PARTE COMMUNICATIONS

Except as set forth herein, Proposers and Proposers' representatives are prohibited from communicating with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

7. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

8. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Professional Services Agreement

The City will require a professional services agreement from the consultant found most qualified. A copy of the City's standard PSA is attached hereto. Please be advised the following provisions of the City's PSA are non-negotiable:

- Indemnification
- All insurance terms
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law

If an agreement cannot be reached, negotiations with an alternate consultant may commence.

CITY COUNCIL

ITEM NO. 6.8

CITY OF INDUSTRY
MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering JN
Upendra Joshi, Senior Project Manager, CNC Engineering U.J.

DATE: June 13, 2019

SUBJECT: Consideration of Amendment No. 1 to the Right-of-Way Agreement with Crown Castle NG West, LLC. to Locate Certain Facilities in the City's Right-of-Way (JN-6207)

Background:

On February 23, 2017, City Council approved a Right-of-Way Agreement ("Agreement") with Crown Castle NG West LLC ("Crown Castle") to construct, install and maintain certain telecommunications facilities along Azusa Avenue and other various locations in the City's right-of-way.

Discussion:

Amendment No. 1 to revises the Agreement to specify Crown Castle may install its facilities in any public right of way, subject to the approval of an encroachment permit. The amendment also requires Crown Castle to file a performance bond with the City for the proposed work. Crown Castle has reviewed and agreed to the proposed Amendment.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Staff recommends that the City Council approve the Amendment No. 1 to the Agreement and authorize the City Manager to execute the same. After the City Council approval, any work proposed by Crown Castle within the City's right-of-way, will be reviewed and approved by the City Engineer as part of the encroachment permit process.

Exhibit:

A. Amendment No. 1 to the Right-of-Way Agreement between the City of Industry and Crown Castle NG West, LLC.

TH/JN/UJ:jv

EXHIBIT A

Amendment No. 1 to the Right-of-Way Agreement between the City of Industry and Crown Castle NG West, LLC.

[Attached]

AMENDMENT NO. 1
TO RIGHT-OF-WAY AGREEMENT WITH
CROWN CASTLE NG WEST, LLC

This Amendment No. 1 to the Right-of-Way Agreement ("Agreement") is made and entered into this _____ day of _____, 2019, ("Effective Date") by and between the City of Industry, a California municipal corporation ("City") and Crown Castle NG West LLC a Delaware limited liability company ("Utility"). The City and Utility are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about February 23, 2017, the Agreement was entered into and executed between the City and Utility to construct, install, and maintain facilities that occupy public rights-of-way, located as set forth in Exhibit B, within the territorial limits of the CITY (the "Territory") and to otherwise provide telecommunications services, and desires to construct, install, and maintain such facilities; and

WHEREAS, Utility desires to construct, install, and maintain additional facilities that occupy the public rights-of-way, within the territorial limits of the City; and

WHEREAS, the Parties desire to amend the Agreement to increase the Performance Bond in Section IV. J. to $ 300,000.00 to cover the additional locations; and

WHEREAS, for the reasons set forth herein, the City and Utility 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:

Recital B. Additional Locations

Recital B is hereby revised to read in its entirety as follows:

UTILITY has the requisite authority to construct, install, and maintain facilities that occupy public rights-of-way located within the territorial limits of the CITY (the "Territory") and to otherwise provide telecommunications services, and desires to construct, install, and maintain such facilities. Provided however, all construction, installation, and maintenance of facilities within the public rights-of-way are subject to the CITY's encroachment permit approval process.

Section I.A. Installation and Operation of Facilities

Section I.A.3 is hereby added to read in its entirety as follows:

3. All of the work set forth in Section 1.A.1 is subject to the City's encroachment permit approval process.

Section IV. <u>J. Performance Bond</u>

Section IV.J. is hereby revised to read in its entirety as follows:

Licensee shall, within thirty (30) days of the Effective Date of this Agreement, file with the City Clerk, and maintain in full force and effect, a bond in favor of the City, in the sum of Three Hundred Thousand Dollars ($300,000.00). The bond sum may be increased to a maximum of 50% of the total construction cost of Crown Castle's telecommunication projects within the City of Industry, where in the City Engineer's reasonable opinion, the cost of construction exceeds $300,000.00. Said bond shall condition that Licensee shall well and truly observe, fulfill, and perform each and every term and condition of this Agreement, and in case of a breach of condition of said Agreement, at the discretion of the City, the whole amount of the penal sum therein shall be available to the City in addition to any damages recoverable by the City.

Exhibit B. Location Maps

Exhibit B is hereby rescinded in its entirety.

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

"CITY"
City of Industry

By: _____
Troy Helling, City Manager

"UTILITY"
Crown Castle NG West, LLC

By: _____
Monica Gambino VP-legal

Attest: _____

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT A TO AMENDMENT NO. 1

AGREEMENT FOR CONSULTING SERVICES WITH CROWN CASTLE NG WEST, LLC DATED FEBRUARY 23, 2017

RIGHT-OF-WAY AGREEMENT

This Right-of-Way Agreement ("Agreement") is entered into as of February 23, 2017 (the "Effective Date"), between the City of Industry, California, a California a municipal corporation ("CITY"), and Crown Castle NG West, LLC, a Delaware Limited Liability Company ("UTILITY"). CITY and UTILITY are individually referred to in this Agreement as a "Party", and collectively as the "Parties."

RECITALS

A. UTILITY is authorized to provide telecommunications services within the state of California ("State") pursuant to a Certificate of Public Convenience and Necessity issued by the Public Utilities Commission of the State of California (Certificate No. U-6745-C).

B. UTILITY has the requisite authority to construct, install, and maintain facilities that occupy public rights-of-way, located as set forth in Exhibit B, within the territorial limits of the CITY (the "Territory") and to otherwise provide telecommunications services, and desires to construct, install, and maintain such facilities.

C. The Parties desire to establish the terms and conditions on which UTILITY will access and occupy the CITY's public rights-of-way for purposes of constructing, installing, and maintaining facilities in the CITY's Territory in connection with its provision of telecommunications services.

NOW, THEREFORE, in consideration of the mutual agreements, provisions, and covenants contained in this Agreement, the Parties agree as follows:

I. SCOPE OF RIGHTS AND OBLIGATIONS

A. Installation and Operation of Facilities. Subject to the terms of this Agreement, all applicable CITY laws, ordinances, codes, policies and administrative regulations, including, but not limited to, Chapter 12.08 of the Industry Municipal Code, as they may be amended (collectively "CITY laws"); and the issuance of any applicable permits required by the CITY laws or any other Federal or State laws (including any permits for the making of excavations, fills, or obstructions in any streets or highways in the Territory required by the CITY), UTILITY may, at UTILITY's expense and during the Term:

1. locate, lay, place, attach, install, control, construct, repair, and maintain wires, cables, pipes, and other equipment and services (the "Facilities") on, in, along, across, under, over, or through the streets, alleys, highways, bridges, or other dedicated public vehicular rights-of-way, in the Territory (i) owned or acquired by the CITY from and after the Effective Date, or (ii) over which the CITY

has or acquires jurisdiction or control from and after the Effective Date (the "Rights-of-Way"); and

2. Operate and use the Facilities to conduct its business in the Territory.

B. Permitted Uses. This Agreement does not convey any property interest to UTILITY, nor may UTILITY claim under this Agreement any property interest, in the Rights-of-Way. The rights granted to UTILITY and arising under this Agreement are subject and subordinate to the CITY's right to use the Rights-of-Way in the performance of its Public Duties. For purposes of this Agreement, "Public Duties" means the laying, installation, maintenance, protection, replacement, and removal of sanitary sewers, water mains, storm drains, gas mains, overhead and underground electric lines, telephone lines, cable television lines, together with any appurtenances thereof and the right of egress and ingress on, along, across, under, over, and through the Rights-of-Way, and any change of grade, alignment or width of the Rights-of-Way, the installation of curbs, gutters, or landscaping along the Rights-of-Way, and any maintenance, repair, or resurfacing of any Rights-of-Way.

C. No Interference. Except as authorized or permitted by applicable law, in the performance of and exercise of its rights under this Agreement, UTILITY may not materially interfere with the operation of any sanitary sewers, water mains, storm drains, gas mains, overhead and underground electric lines, telephone lines, cable television lines, or facilities relating thereto, located in the Territory and owned or controlled by the CITY or a third party. UTILITY shall not obstruct any public street or sidewalk without obtaining such encroachment permits or other approvals as may be required by CITY. UTILITY shall conduct construction, maintenance or repair work only during those hours set forth in the approved encroachment permit(s).

D. Maintenance. UTILITY agrees to maintain its Facilities in good condition at all times during the Term. In the event that any Facilities cause damage to the CITY's Rights-of-Way or interfere with the performance of any Public Duties or other uses of the Rights-of-Way as provided in Section 1.C above, UTILITY agrees, upon notice from the CITY, to promptly commence and complete all necessary repairs to cure any such damage caused by the Facilities, at its own cost and expense.

E. Removal and Relocation.

1. If UTILITY has attached or connected its Facilities to the facilities of other utilities or parties located in the Rights-of-Way such as light poles or telephone poles or is otherwise sharing such facilities pursuant to any lease, sublease or other agreement, the UTILITY will be bound to relocate or remove its Facilities at the same time and in the same manner as such utilities or parties at UTILITY's sole cost and expense.

2. UTILITY shall complete the removal or relocation no later than 90 days after its receipt of a removal order, or such earlier or later date as agreed between the Parties.

3. In the event that UTILITY fails to remove and relocate the Facilities identified in the removal order within the applicable time period established under Section I.E.1 above, then such Facilities will automatically be deemed abandoned and may be removed or caused to be removed by the CITY or any third party without liability to UTILITY for any damages or costs of any kind.

F. Abandonment

1. Nothing in this Agreement may be construed as requiring UTILITY to exercise its rights hereunder. Accordingly, UTILITY may abandon any of its Facilities in its sole discretion at any time upon written notice to the CITY (an "Abandoned Facility"). In the event UTILITY abandons one or more Facilities, UTILITY will, at its sole expense, vacate and remove the Facilities within six (6) months of such abandonment. UTILITY's obligations arising under this Section 1.F are in addition to obligations imposed on UTILITY by applicable CITY laws or other laws relating to the refilling of excavations or removal of obstructions. Notwithstanding the foregoing, with the CITY's written consent, UTILITY will not be required to vacate or remove an Abandoned Facility, and such Abandoned Facility will convey to the CITY as part of such written agreement.

2. If UTILITY fails to vacate or remove an Abandoned Facility (or otherwise obtain consent from the CITY not to vacate or remove the Abandoned Facility) within six (6) months of its notice of abandonment, the CITY will deliver UTILITY written notice of such failure. UTILITY will have an additional three (3) months from and after the date it receives such notice from the CITY to remove the Abandoned Facility. If UTILITY fails to vacate or remove the Abandoned Facility after such three-month period, the CITY may either (i) remove the Abandoned Facility at UTILITY's expense, which expense UTILITY must remit to the CITY within sixty (60) days of receiving an invoice from the CITY setting forth the nature and scope of such expenses; or (ii) deem the Abandoned Facility to have been abandoned and conveyed to the CITY.

G. Non-Exclusivity. UTILITY acknowledges that the rights granted under this Agreement are not exclusive, and that CITY may grant the same or similar rights and privileges to other authorized persons or companies, provided that such grant of rights or privileges does not materially interfere with UTILITY's Facilities.

II. TERM

A. Term. The initial term of this Agreement is for 10 years from the Effective Date (the "Initial Term"), unless otherwise terminated as set forth herein.

B. Renewal. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one-year terms unless UTILITY notifies CITY of its intent not to renew the Agreement (any such period, the "Renewal Term," together with the Initial Term, the "Term"). Such notice must be made in writing no less than 30 days prior to the expiration of the Initial Term or the Renewal Term, as applicable.

C. Effect of Expiration. Upon the expiration of this Agreement, all rights and obligations between the Parties will cease except for UTILITY's removal obligations under Section 1.E and its indemnity obligations under Section IV.D, which will expressly survive the expiration of this Agreement. Notwithstanding the forgoing, the expiration of this Agreement, will not affect or diminish either Party's rights, claims, or remedies available in equity, at law or otherwise arising hereunder.

D. Termination. This Agreement may be terminated by the CITY upon 30 days' prior written notice to the UTILITY for breach of the Agreement. Upon receipt of the termination notice, UTILITY shall have 30 days to cure the breach, and provide evidence to the satisfaction of the CITY that the breach is cured. In the event the breach remains uncured, and the CITY has not provided an extension to cure, the termination shall be effective.

III. COMPLIANCE WITH APPLICABLE LAW

UTILITY agrees to comply with all CITY laws; provided, however, that such laws are consistent with State and Federal laws, including those relating to UTILITY's right to construct, install, and maintain the Facilities and its right to provide intrastate and interstate telecommunications services. In the event of a conflict between such laws and this Agreement, the provisions of such laws will control.

IV. MISCELLANEOUS

A. Assignment and Transfer of Control; Binding Effect. UTILITY may assign or transfer its rights and obligations under this Agreement to any other party upon prior notice to and consent from CITY based upon reasonable evidence that such party is authorized to maintain and operate the Facilities. Without limiting the generality of the foregoing, this Agreement is binding upon and will inure to the benefit of the Parties and their successors.

B. Notice. Every notice or response to be served on the CITY or UTILITY must be in writing and will be deemed to have been duly given to the required party on the earlier of: (i) where there is personal delivery; the date of actual receipt; or (ii) three (3) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a post office or

branch thereof regularly maintained by the U.S. Postal Service. Such notices or responses shall be addressed as follows:

If to the CITY:	City Manager City of Industry 15625 East Stafford Street, Suite #100 Industry, CA 91744
With copies to:	CNC Engineering 255 N. Hacienda Blvd. City of Industry, CA 91744
	James M. Casso, City Attorney Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746
If to UTILITY:	Crown Castle NG West LLC c/o Crown Castle 2000 Corporate Drive Canonsburg, PA 15317 Attn: Ken Simon, General Counsel
With a copy to:	Crown Castle NG West LLC c/o Crown Castle 2000 Corporate Drive Canonsburg, PA 15317 Attn: SCN Contracts Management

C. Governing Law; Venue. This Agreement will be governed and construed in accordance with the laws of the State of California without regard to the principles of conflicts of laws thereof. All actions and proceedings arising out of or relating to this Agreement will be heard and determined in the municipal, superior, or federal district court in Los Angeles County, California, and the Parties hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding. 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 UTILITY's use and operation of Facilities on City Territory, pursuant to Section I.A of 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.

D. Indemnification. UTILITY agrees to indemnify and hold harmless CITY from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which the CITY may suffer or incur or to which the CITY may become subject by reason of or

arising out of any negligent or willfully wrongful acts or omissions of UTILITY, or its officers, employees, contractors or agents committed with respect to or arising from the installation, operation or use of UTILITY's Facilities under this Agreement.

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

F. Approval for Use of Streetlights. Prior to commencement of the installation and operation of the Facilities, UTILITY shall obtain written approval from the owner of the streetlight to which the Facilities will be attached, and shall provide proof of such approval to the CITY. In the event the ownership of the streetlights is transferred during the Term of this Agreement, UTILITY shall provide the CITY with proof of written approval from any subsequent owner.

G. Counterparts; Effectiveness. This Agreement may be executed in two or more consecutive counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile or otherwise) to the other Party.

H. Expenses. Except as otherwise provided under the CITY laws, all costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the Party incurring such expenses.

I. Electricity. Licensee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Notwithstanding the foregoing, in the event that the ownership of the poles to which the Facilities are attached transfer in ownership to the CITY, or an entity of the CITY, UTILITY shall pay to the CITY the fee established by the CITY for the operation and maintenance of each pole.

J. Performance Bond. Licensee shall, within thirty (30) days of the Effective Date of this Agreement, file with the City Clerk, and maintain in full force and effect, a bond in favor of the City in the sum of Seventy Five Thousand Dollars ($75,000.00), conditioned that Licensee shall well and truly observe, fulfill, and perform each and every term and condition of this Agreement, and in case of a breach of condition of said Agreement, at the discretion of the City, the whole amount of the penal sum therein shall be available to the City in addition to any damages recoverable by the City.

Whenever the bond is used for any breach of a term or condition of this Agreement, the Licensee must maintain the full amount of the bond; and if the Licensee fails to do so within the time set by the City, the City may declare said Agreement automatically terminated.

Nothing herein shall insulate Licensee from liability in excess of the amount of said bond or shall be construed as a waiver by the City of any remedy at law against the Licensee for any breach of the terms and conditions of this Agreement, or for any damage, loss or injuries suffered by the City in case of any damage, loss or injury suffered by any person, firm, or corporation by reason of any work done or any activity conducted by the Licensee in the exercise of this Agreement.

K. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid or unenforceable, the Parties agree that such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby. If necessary to effectuate the intent of the Parties, the Parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

L. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all other prior written and oral agreements and understandings between the Parties, with respect to the subject matter hereof.

M. Waiver. Unless agreed to in writing by the Parties, the waiver by a Party of any breach, violation, or default of a provision of this Agreement will not operate as a waiver of any subsequent breach, violation, or default of that or of any other provision of this Agreement. No extension of time for the performance of any obligation or act required by a Party hereunder will be deemed to be an extension of time for the performance of any other obligation or act.

N. Headings. Captions and section headings used in this Agreement are for convenience of the Parties only, are not a part of this Agreement, and will be given no substantive or interpretive effect whatsoever.

O. Amendment. This Agreement may only be amended by a written agreement signed by both Parties.

P. Authority. Each individual executing this Agreement on behalf of each respective Party acknowledges and warrants that: (i) it has full authority to execute this Agreement on behalf of such Party, (ii) this Agreement has been duly authorized and approved by such Party, and (iii) this Agreement constitutes a valid and binding obligation of such Party.

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

"CITY"

City of Industry

By: _____
Paul J. Philips, City Manager

"UTILITY"

Crown Castle NG West LLC

By _____
Rod Hanson, VP/General Manager

Attest:

By: _____
Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments:	Exhibit A	Insurance Requirements
	Exhibit B	Location Maps

EXHIBIT A
INSURANCE REQUIREMENTS

Without limiting UTILITY's indemnification of City, and prior to commencement of the installation of the Facilities, UTILITY 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. UTILITY 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. UTILITY 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 UTILITY arising out of or in connection with the installation and operation of the Facilities 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.

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

UTILITY 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. UTILITY 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. UTILITY 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 installation and operation of the Facilities hereunder by UTILITY, its agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by UTILITY 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 UTILITY. 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 UTILITY or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. UTILITY 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). UTILITY acknowledges and agrees that any actual or alleged failure on the part of the City to inform UTILITY 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 UTILITY maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the UTILITY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. UTILITY 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 UTILITY'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. UTILITY 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 UTILITY, provide the same minimum insurance coverage and endorsements required of UTILITY. UTILITY 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. UTILITY 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 UTILITY ninety (90) days advance written notice of such change.

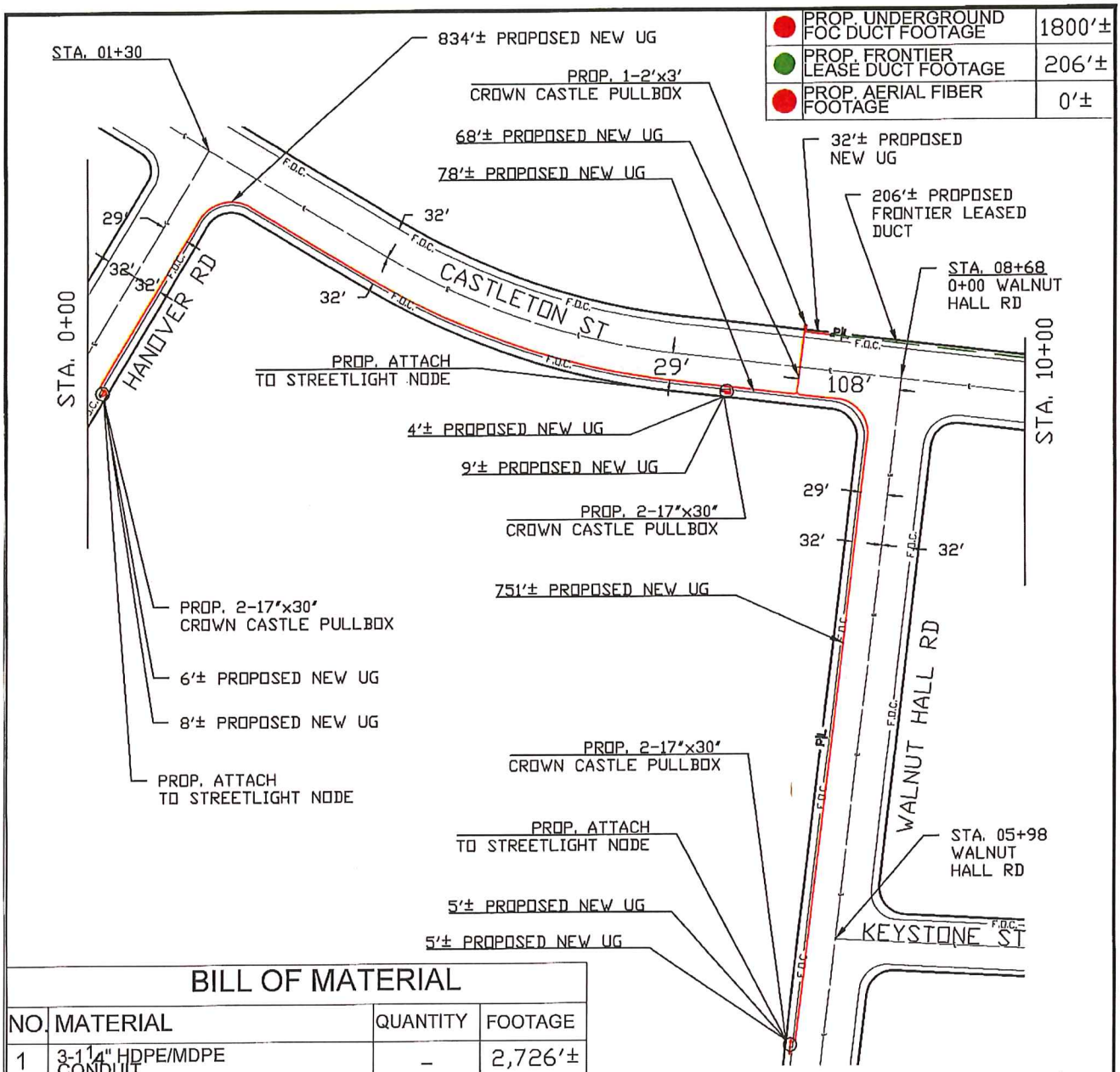
Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless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

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

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

EXHIBIT B
Location Maps

PROP. UNDERGROUND FOC DUCT FOOTAGE	1800'±
PROP. FRONTIER LEASE DUCT FOOTAGE	206'±
PROP. AERIAL FIBER FOOTAGE	0'±



BILL OF MATERIAL

NO.	MATERIAL	QUANTITY	FOOTAGE
1	3-1¼" HDPE/MDPE CONDUIT	–	2,726'±
2	FRONTIER LEASED DUCT CONDUIT	–	12,299'±
3	1-4" HDPE/MDPE CONDUIT	–	50'±
4	AERIAL FIBER	–	752'±
5	2' X 3' FIBER PULLBOX	4	–
6	17" X 30" FIBER PULLBOX	6	–

NEW UNDERGROUND	
NEW AERIAL	
FRONTIER LEASED DUCT	

N

SCALE : 1:160

CROWN CASTLE

RDI ENGINEERING

9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: 358724 ROWLAND HEIGHTS

LOCATION: CASTLETON ST TO RAILROAD ST

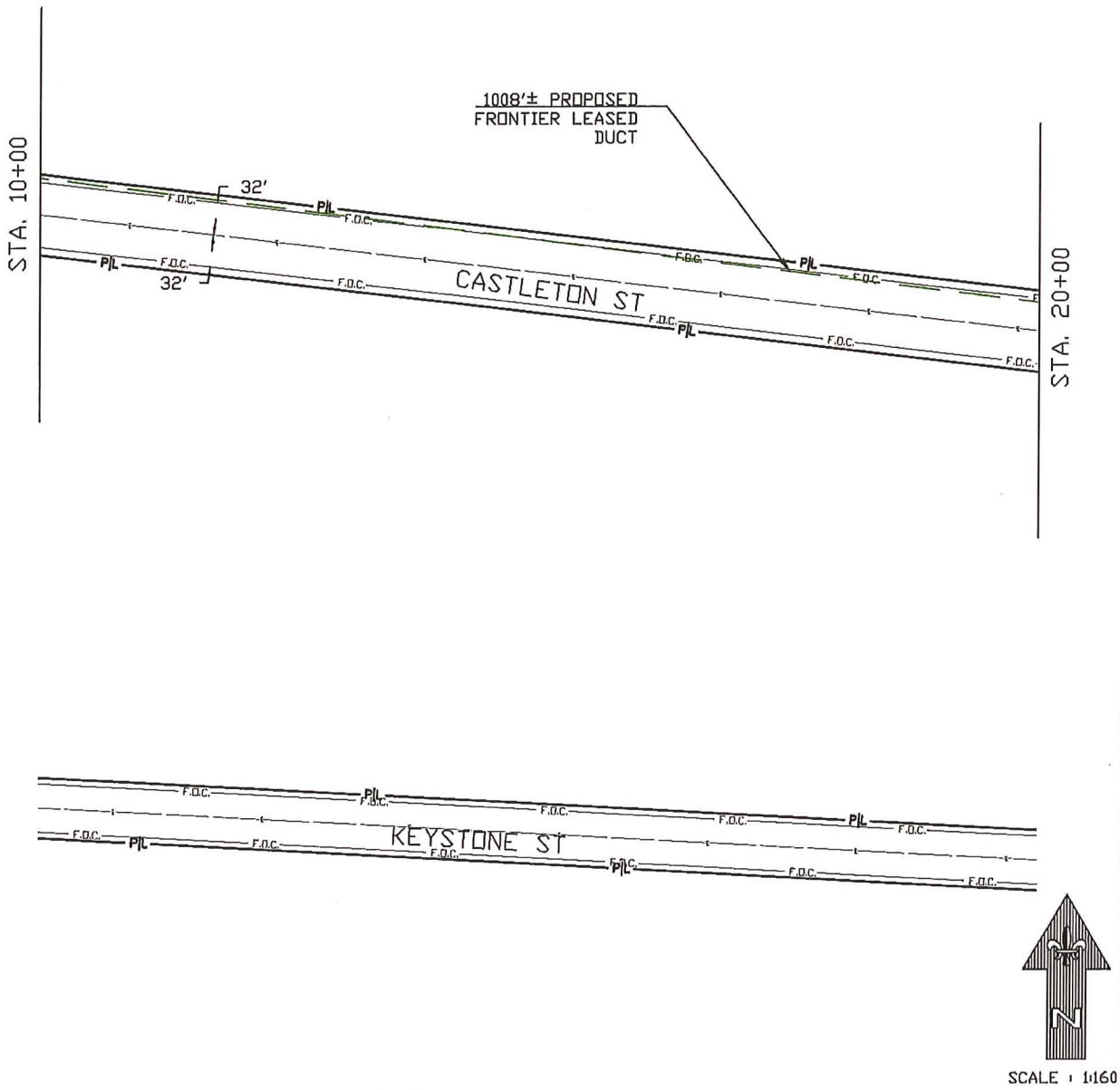
PROJECT DESCRIPTION: ATTACH AERIALLY TO CELL SITE ON RAILROAD ST. CORE INTO MANHOLE ON CASTLETON ST

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO. 1 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	0'±
PROP. FRONTIER LEASE DUCT FOOTAGE	1008'±
PROP. AERIAL FIBER FOOTAGE	0'±



CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: 358724 ROWLAND HEIGHTS

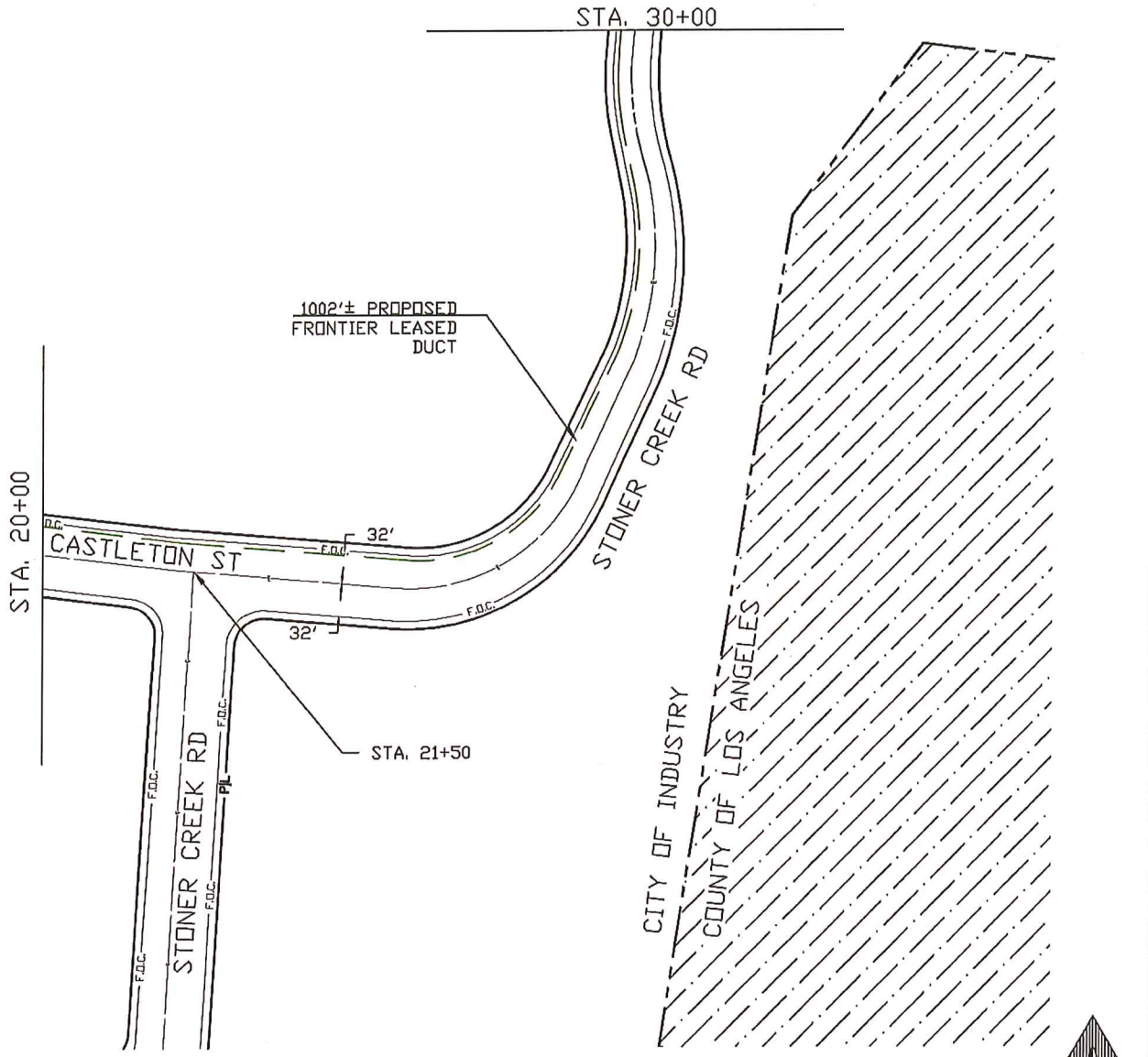
LOCATION: CASTLETON ST TO RAILROAD ST
PROJECT DESCRIPTION: ATTACH AERIALLY TO CELL SITE ON RAILROAD ST. CORE INTO MANHOLE ON CASTLETON ST

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO. 2 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	0'±
PROP. FRONTIER LEASE DUCT FOOTAGE	1002'±
PROP. AERIAL FIBER FOOTAGE	0'±



SCALE : 1:160

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: 358724 ROWLAND HEIGHTS

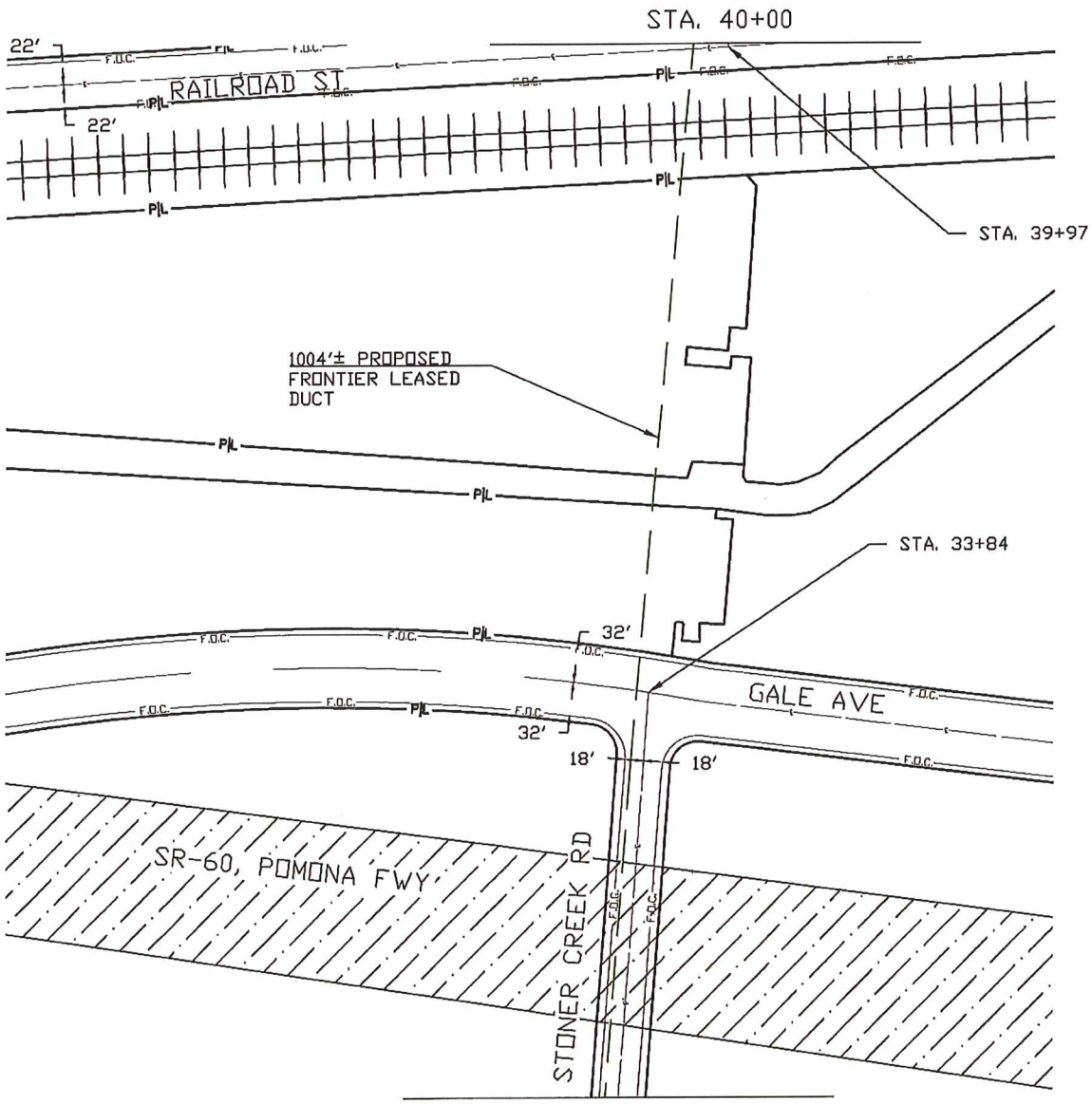
LOCATION: CASTLETON ST TO RAILROAD ST
PROJECT DESCRIPTION: ATTACH AERIALLY TO CELL SITE ON RAILROAD ST. CORE INTO MANHOLE ON CASTLETON ST

PROJECT NO. ____
PLAN NO. ____

SYSTEM EXHIBIT

SHEET NO. 3 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	0'±
PROP. FRONTIER LEASE DUCT FOOTAGE	1004'±
PROP. AERIAL FIBER FOOTAGE	0'±



SCALE : 1:160

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: 358724 ROWLAND HEIGHTS

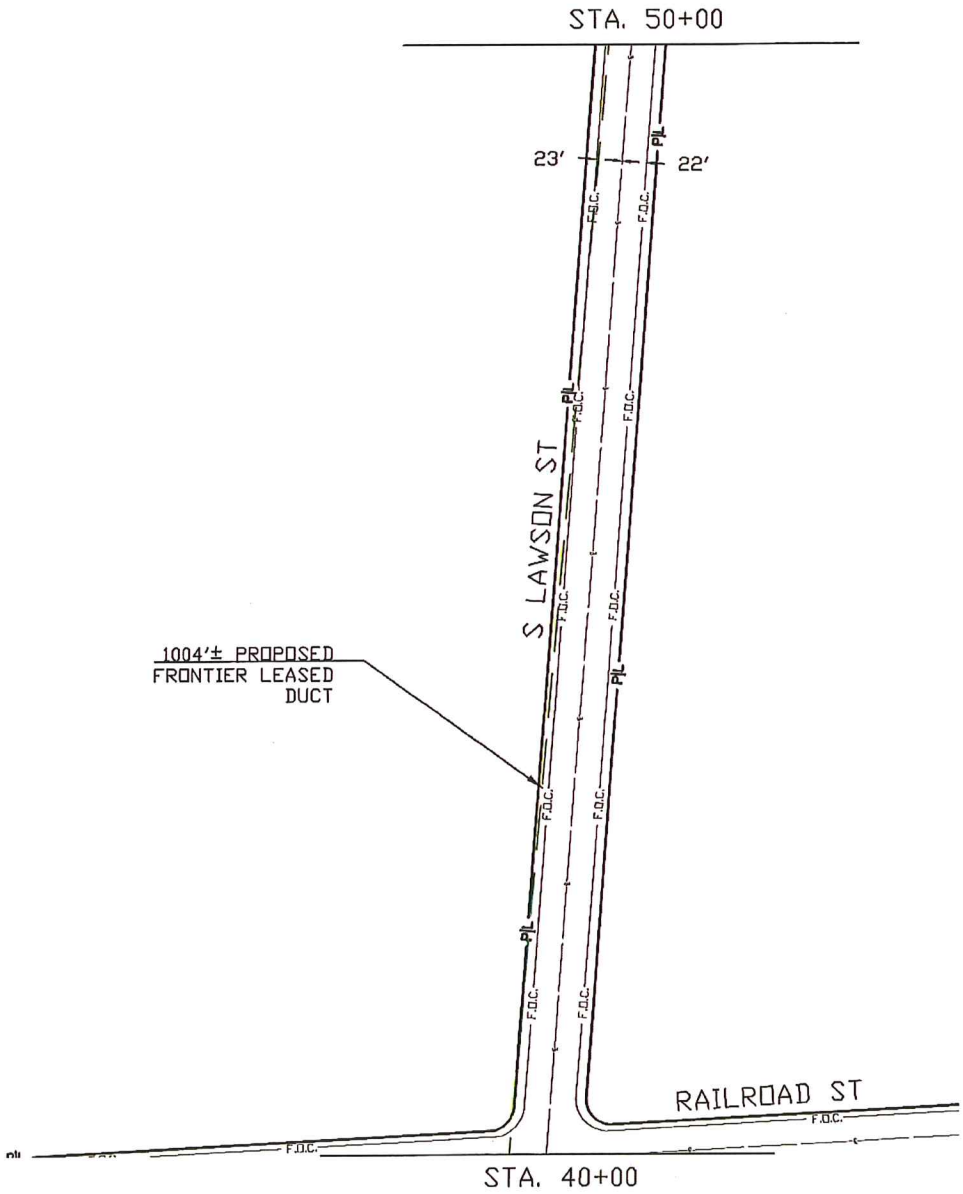
LOCATION: CASTLETON ST TO RAILROAD ST
PROJECT DESCRIPTION: ATTACH AERIALLY TO CELL SITE ON RAILROAD ST. CORE INTO MANHOLE ON CASTLETON ST

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO. 4 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	0'±
PROP. FRONTIER LEASE DUCT FOOTAGE	1004'±
PROP. AERIAL FIBER FOOTAGE	0'±



SCALE : 1:160

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: 358724 ROWLAND HEIGHTS

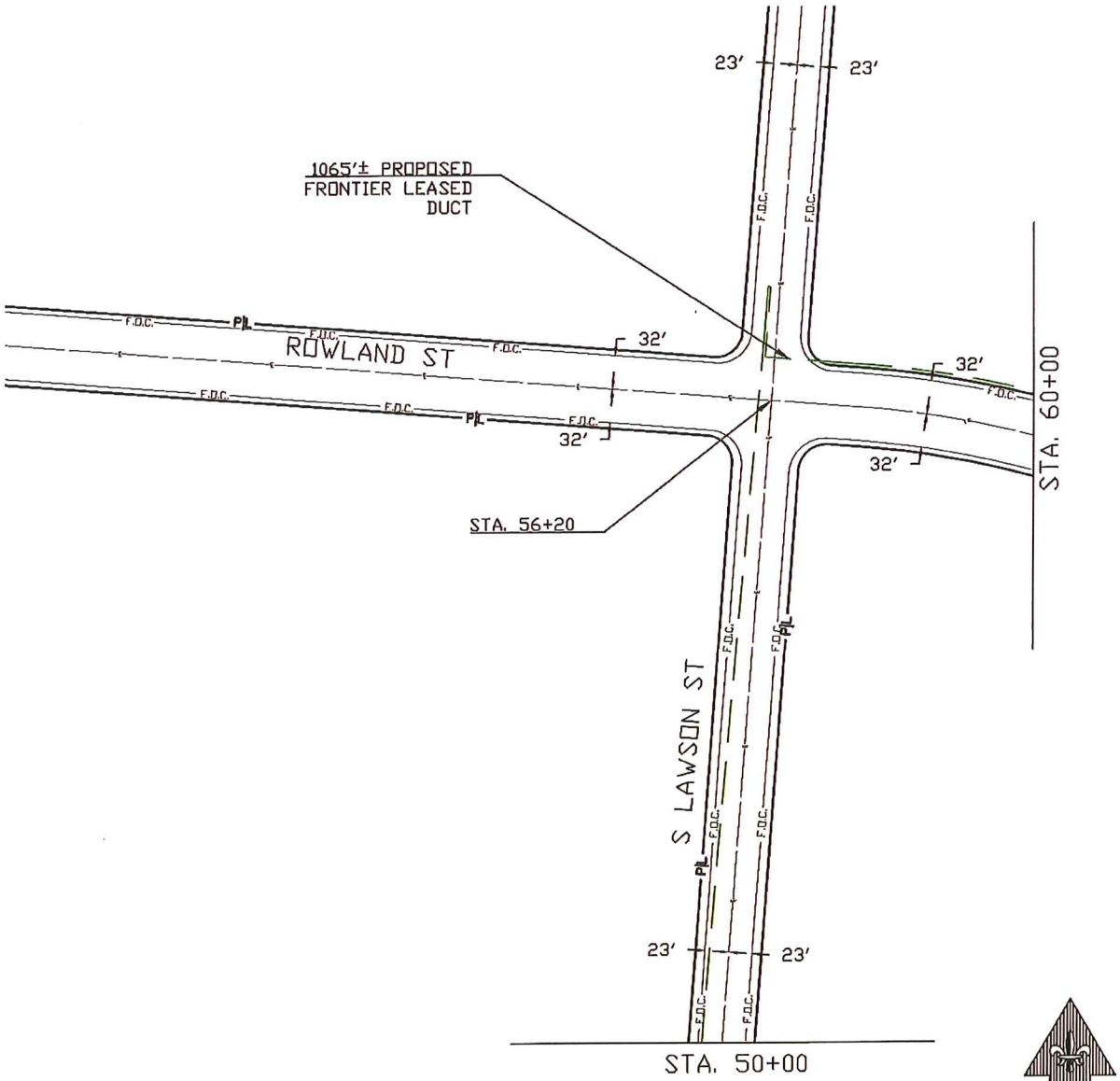
LOCATION: CASTLETON ST TO RAILROAD ST
PROJECT DESCRIPTION: ATTACH AERIALLY TO CELL SITE ON RAILROAD ST. CORE INTO MANHOLE ON CASTLETON ST

PROJECT NO. ____
PLAN NO. ____

SYSTEM EXHIBIT

SHEET NO. 5 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	0'±
PROP. FRONTIER LEASE DUCT FOOTAGE	1065'±
PROP. AERIAL FIBER FOOTAGE	0'±



SCALE : 1:160

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: 358724 ROWLAND HEIGHTS

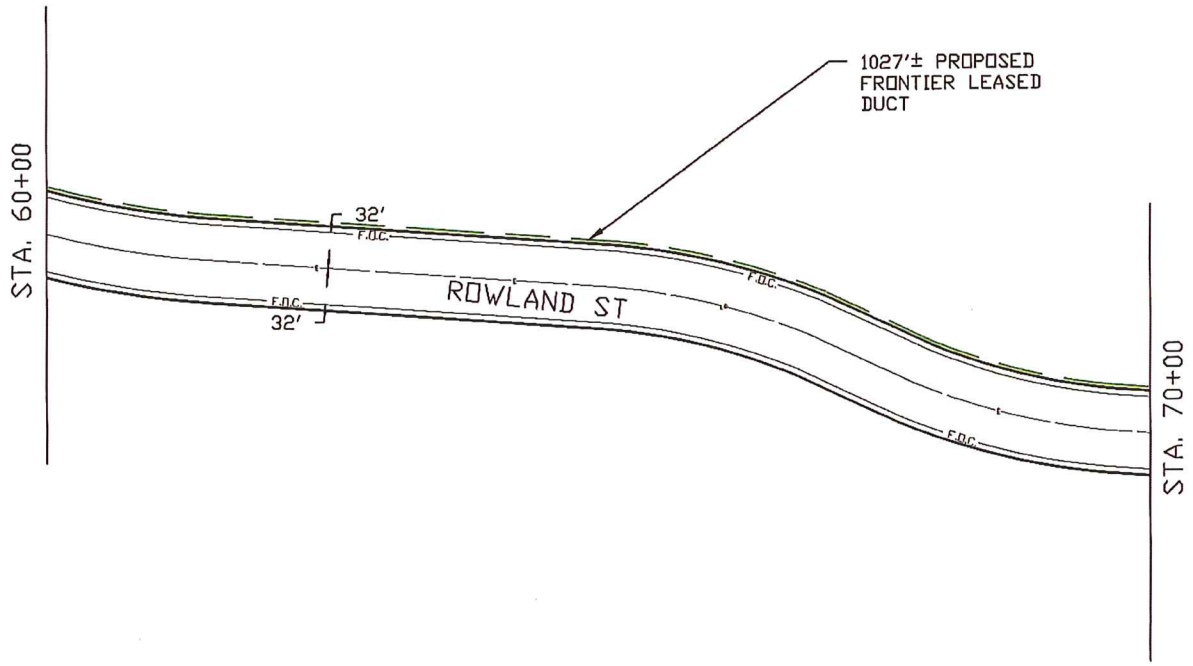
LOCATION: CASTLETON ST TO RAILROAD ST
PROJECT DESCRIPTION: ATTACH AERIALLY TO CELL SITE ON RAILROAD ST. CORE INTO MANHOLE ON CASTLETON ST

PROJECT NO. ____
PLAN NO. ____

SYSTEM EXHIBIT

SHEET NO. 6 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	0'±
PROP. FRONTIER LEASE DUCT FOOTAGE	1027'±
PROP. AERIAL FIBER FOOTAGE	0'±



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SCALE : 1:160

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: 358724 ROWLAND HEIGHTS

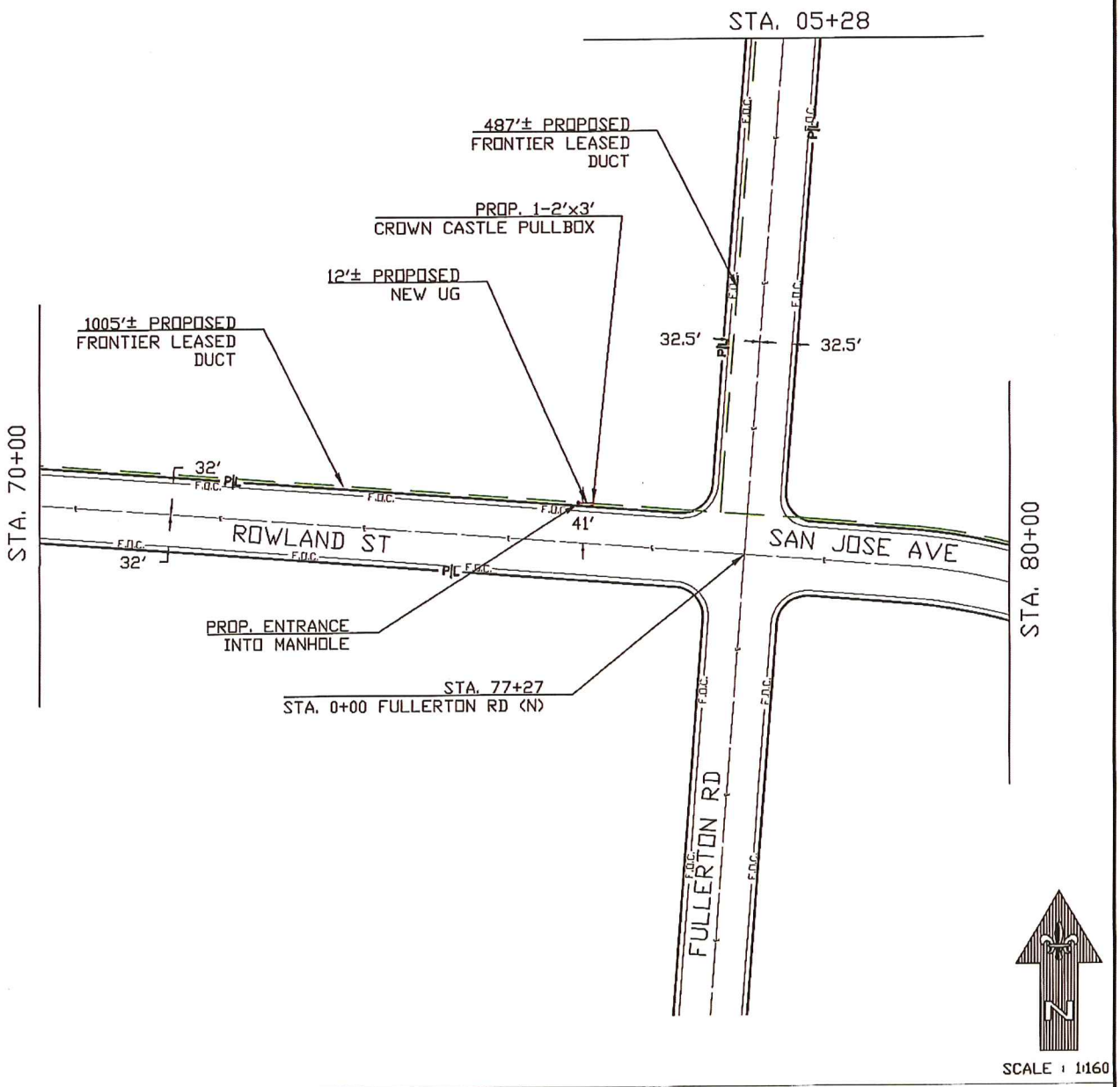
LOCATION: CASTLETON ST TO RAILROAD ST
PROJECT DESCRIPTION: ATTACH AERIALLY TO CELL SITE ON RAILROAD ST. CORE INTO MANHOLE ON CASTLETON ST

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO. 7 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	12'±
PROP. FRONTIER LEASE DUCT FOOTAGE	1492'±
PROP. AERIAL FIBER FOOTAGE	0'±



SCALE : 1:160

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: 358724 ROWLAND HEIGHTS

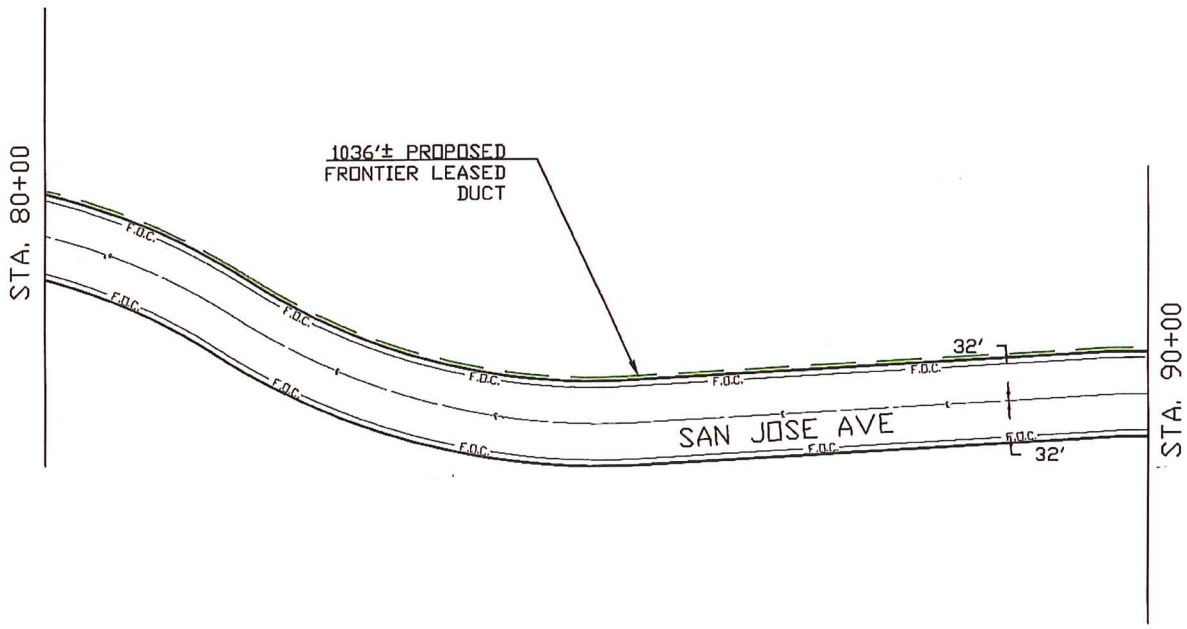
LOCATION: CASTLETON ST TO RAILROAD ST
PROJECT DESCRIPTION: ATTACH AERIALLY TO CELL SITE ON RAILROAD ST. CORE INTO MANHOLE ON CASTLETON ST

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO. 8 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	0'±
PROP. FRONTIER LEASE DUCT FOOTAGE	1036'±
PROP. AERIAL FIBER FOOTAGE	0'±



SCALE : 1:160

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: 358724 ROWLAND HEIGHTS

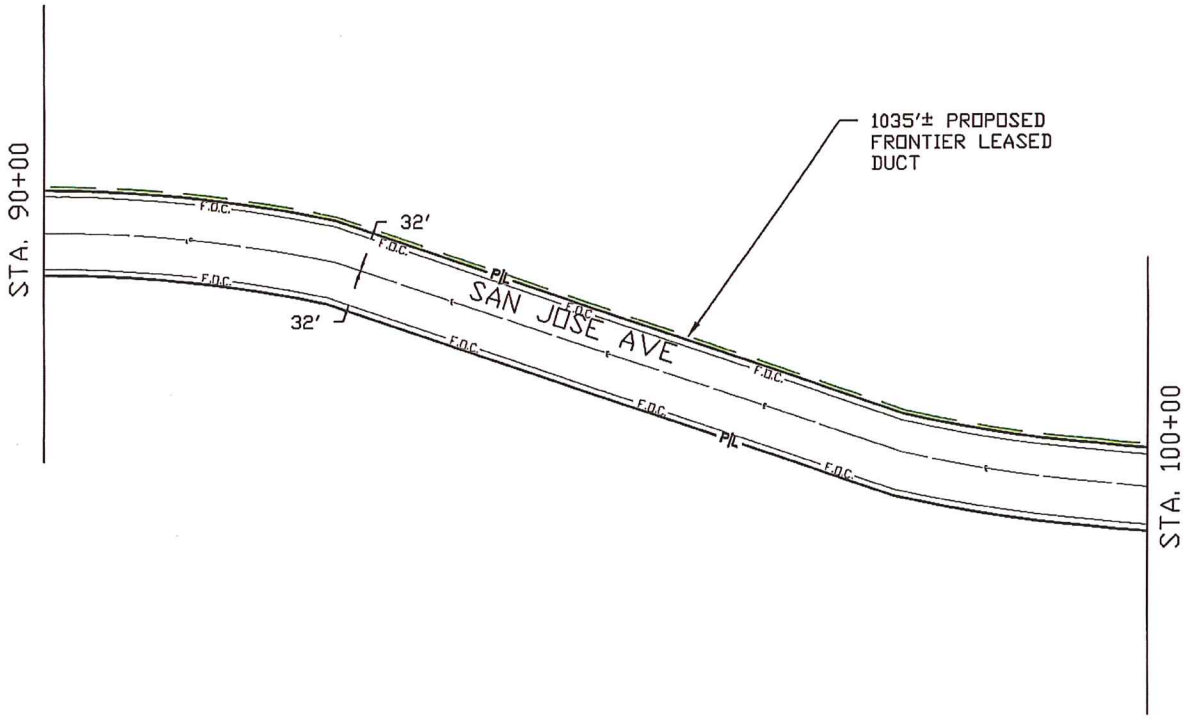
LOCATION: CASTLETON ST TO RAILROAD ST
PROJECT DESCRIPTION: ATTACH AERIALLY TO CELL SITE ON RAILROAD ST. CORE INTO MANHOLE ON CASTLETON ST

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO. 9 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	0'±
PROP. FRONTIER LEASE DUCT FOOTAGE	1035'±
PROP. AERIAL FIBER FOOTAGE	0'±



SCALE : 1:160

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: 358724 ROWLAND HEIGHTS

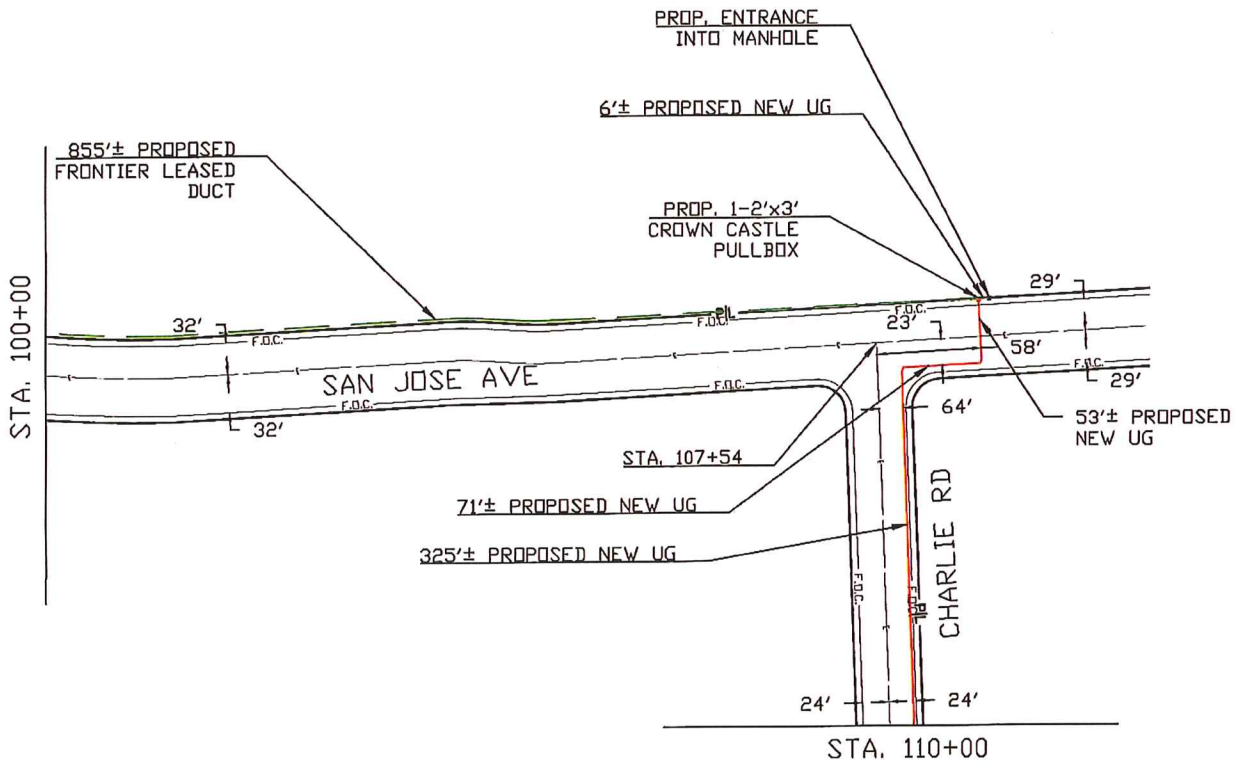
LOCATION: CASTLETON ST TO RAILROAD ST
PROJECT DESCRIPTION: ATTACH AERIALLY TO CELL SITE ON RAILROAD ST. CORE INTO MANHOLE ON CASTLETON ST

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO. 10 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	455'±
PROP. FRONTIER LEASE DUCT FOOTAGE	855'±
PROP. AERIAL FIBER FOOTAGE	0'±



SCALE : 1:160

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: 358724 ROWLAND HEIGHTS

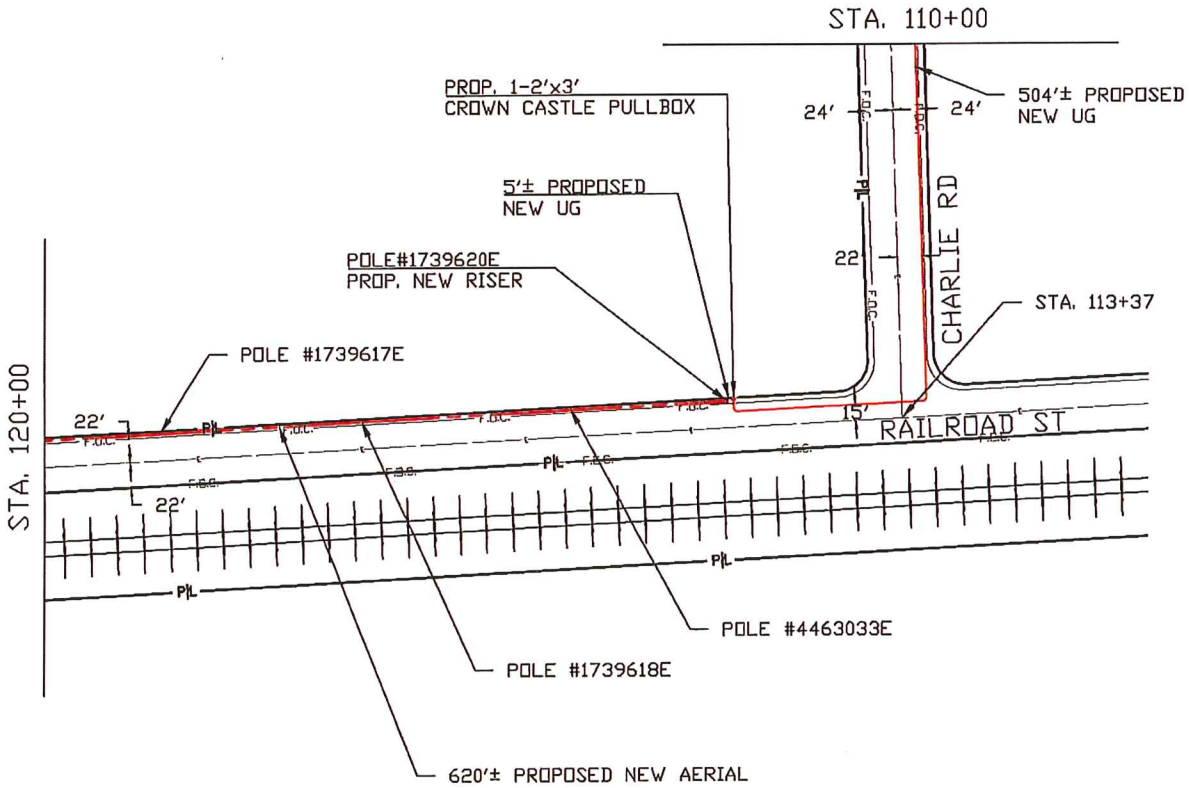
LOCATION: CASTLETON ST TO RAILROAD ST
PROJECT DESCRIPTION: ATTACH AERIALLY TO CELL SITE ON RAILROAD ST. CORE INTO MANHOLE ON CASTLETON ST

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO. 11 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	509'±
PROP. FRONTIER LEASE DUCT FOOTAGE	0'±
PROP. AERIAL FIBER FOOTAGE	620'±



SCALE : 1:160

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: 358724 ROWLAND HEIGHTS

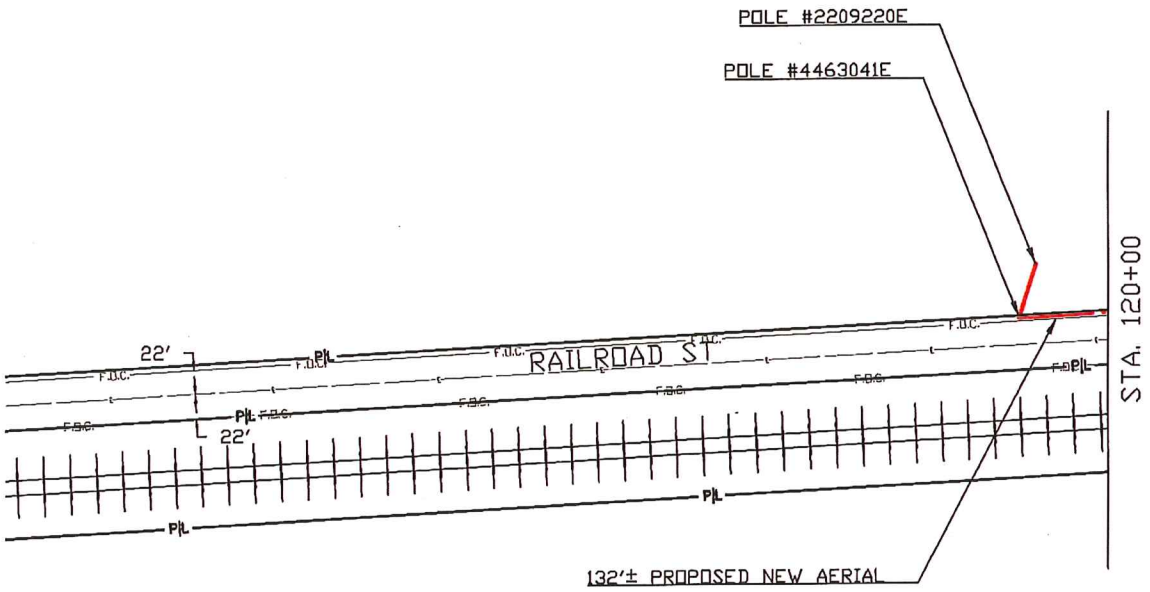
LOCATION: CASTLETON ST TO RAILROAD ST
PROJECT DESCRIPTION: ATTACH AERIALLY TO CELL SITE ON RAILROAD ST. CORE INTO MANHOLE ON CASTLETON ST

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO.
12 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	0'±
PROP. FRONTIER LEASE DUCT FOOTAGE	0'±
PROP. AERIAL FIBER FOOTAGE	132'±



N

SCALE : 1:160

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: 358724 ROWLAND HEIGHTS

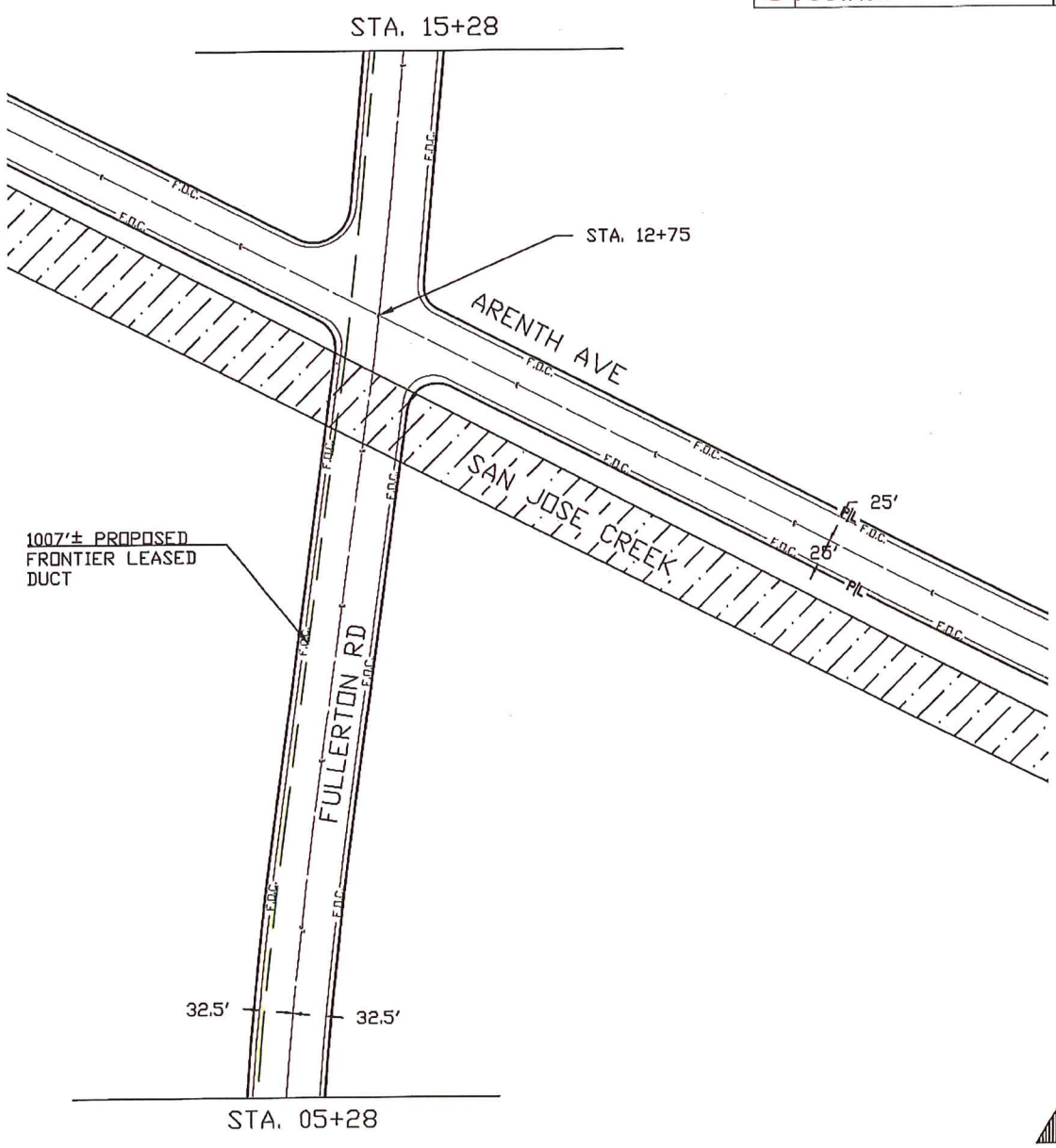
LOCATION: CASTLETON ST TO RAILROAD ST
PROJECT DESCRIPTION: ATTACH AERIALLY TO CELL SITE ON RAILROAD ST. CORE INTO MANHOLE ON CASTLETON ST

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO. 13 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	0'±
PROP. FRONTIER LEASE DUCT FOOTAGE	1007'±
PROP. AERIAL FIBER FOOTAGE	0'±



SCALE : 1:160

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

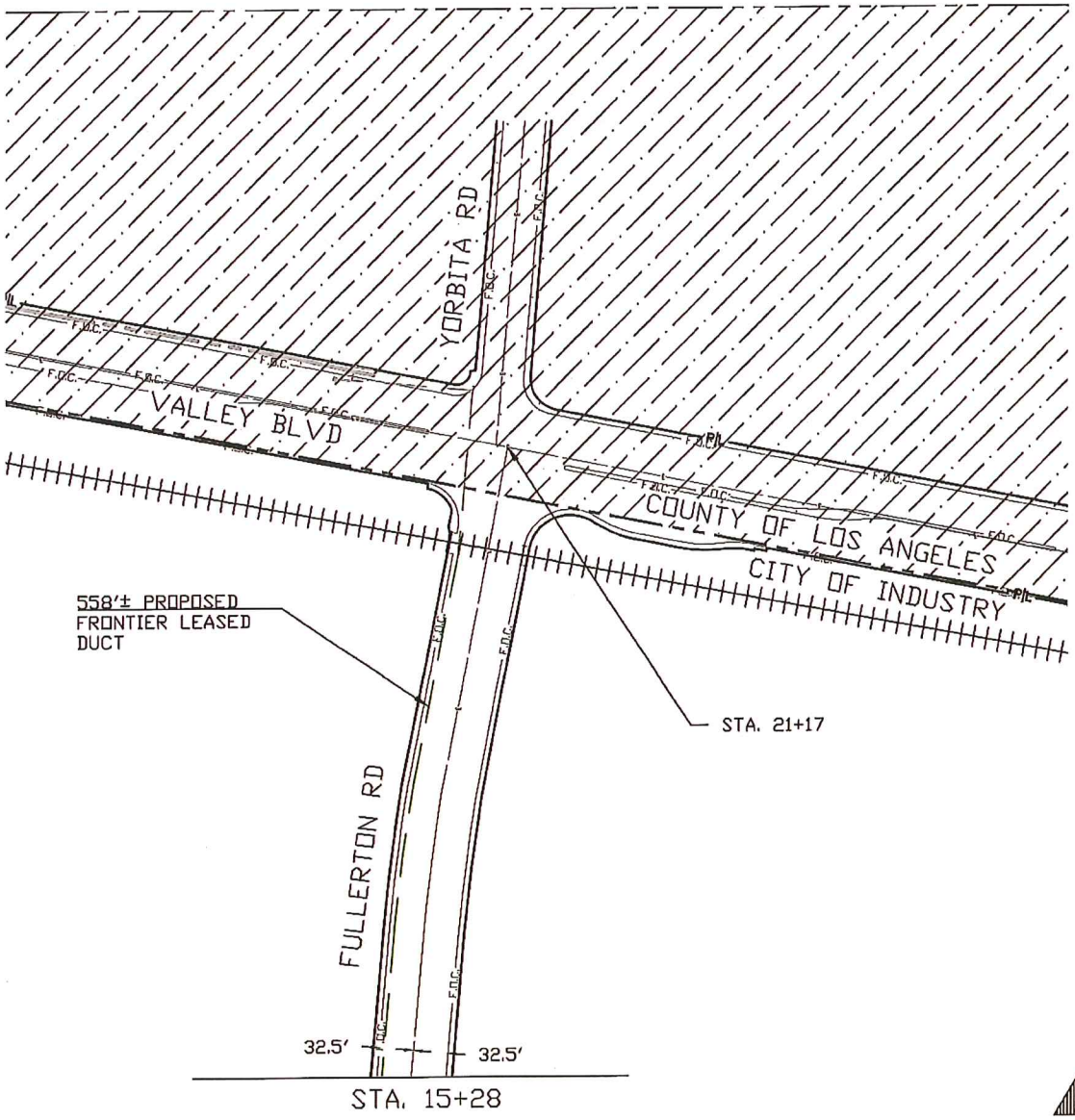
PROJECT NAME: 368008-41CA ROWLAND HEIGHTS

LOCATION: CASTLETON ST TO RAILROAD ST
PROJECT DESCRIPTION: ATTACH AERIALLY TO CELL SITE ON RAILROAD ST. CORE INTO MANHOLE ON CASTLETON ST

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

PROP. UNDERGROUND FOC DUCT FOOTAGE	0'±
PROP. FRONTIER LEASE DUCT FOOTAGE	558'±
PROP. AERIAL FIBER FOOTAGE	0'±



SCALE : 1:160

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: 368008-41CA ROWLAND HEIGHTS

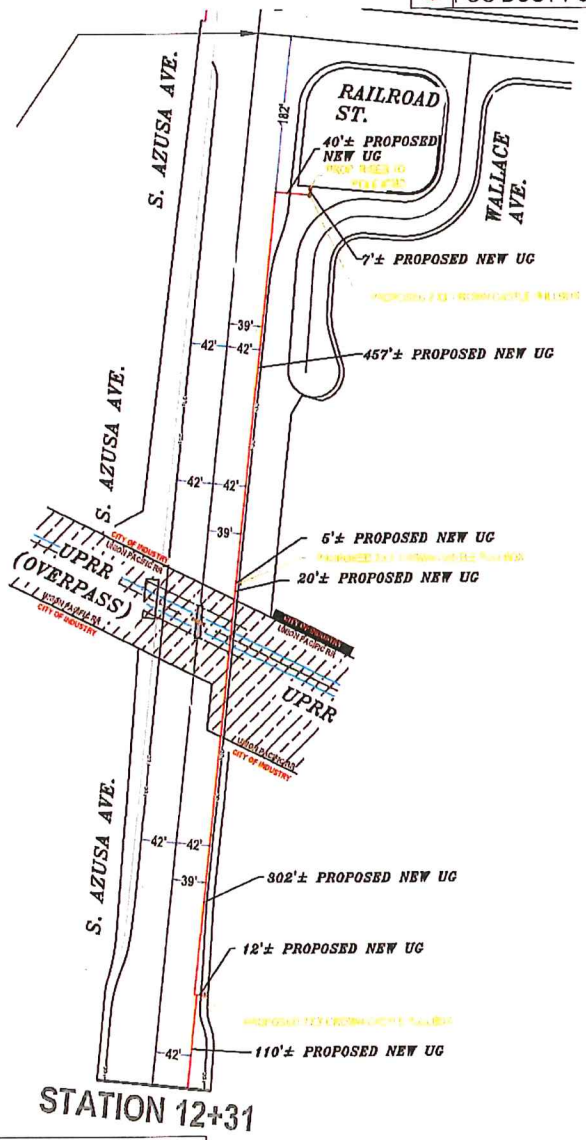
LOCATION: CASTLETON ST TO RAILROAD ST
PROJECT DESCRIPTION: ATTACH AERIALLY TO CELL SITE ON RAILROAD ST. CORE INTO MANHOLE ON CASTLETON ST

PROJECT NO. ____
PLAN NO. ____

SYSTEM EXHIBIT

SHEET NO. 15 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	953±



BILL OF MATERIAL

NO.	MATERIAL	QUANTITY	FOOTAGE
1	3-1 1/4" HDPE/MDPE CONDUIT	–	3719'±
2	1-2" HDPE/MDPE CONDUIT	–	–
3	1-4" HDPE/MDPE CONDUIT	–	–
4	2' X 3' FIBER PULLBOX	13	–

NEW UNDERGROUND	
NEW AERIAL	
LEASE DUCT	

SCALE = 1:200

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)461-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: COLIMA

LOCATION: RAILROAD ST AND S AZUSA AVE TO COLIMA RD AND S AZUSA AVE. PORTIONS OF COLIMA RD AND ALBATROSS RD APPROXIMATELY 1000', WEST AND NORTH RESPECTIVELY.

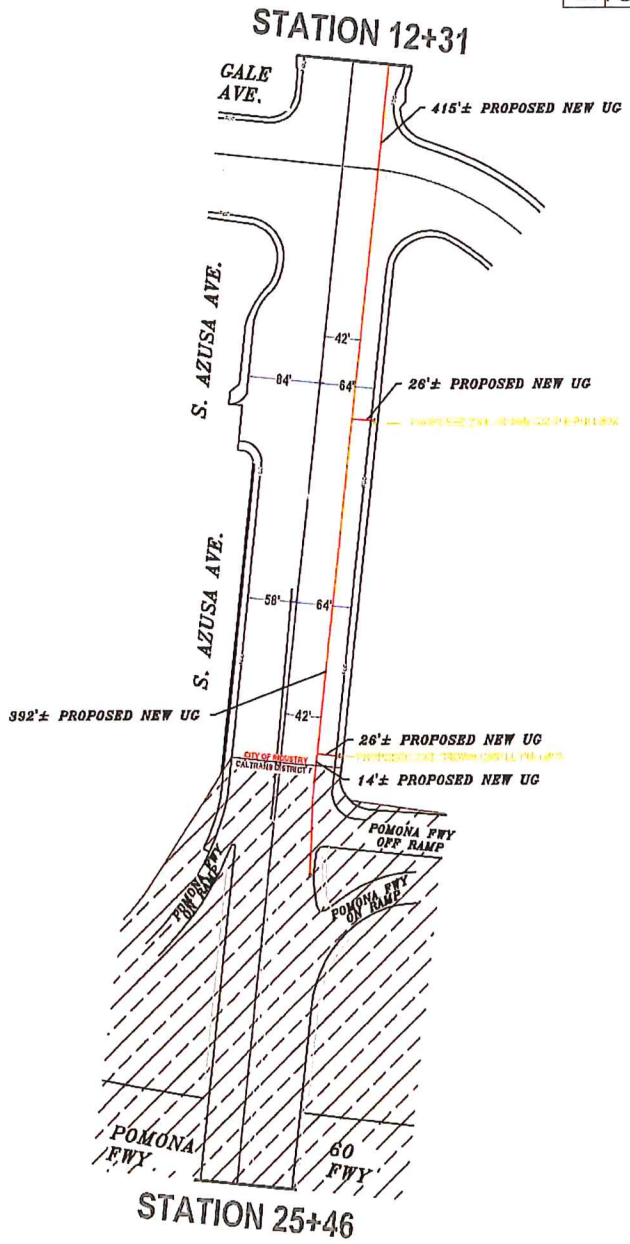
PROJECT DESCRIPTION: INSTALL 3,719 FEET OF HDPE CONDUIT AND 13 CONCRETE PULLBOXES IN THE CITY OF INDUSTRY.

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO. 16 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	873±



SCALE = 1:200

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: COLIMA

LOCATION: RAILROAD ST AND S AZUSA AVE TO COLIMA RD AND S AZUSA AVE. PORTIONS OF COLIMA RD AND ALBATROSS RD APPROXIMATELY 1000', WEST AND NORTH RESPECTIVELY.

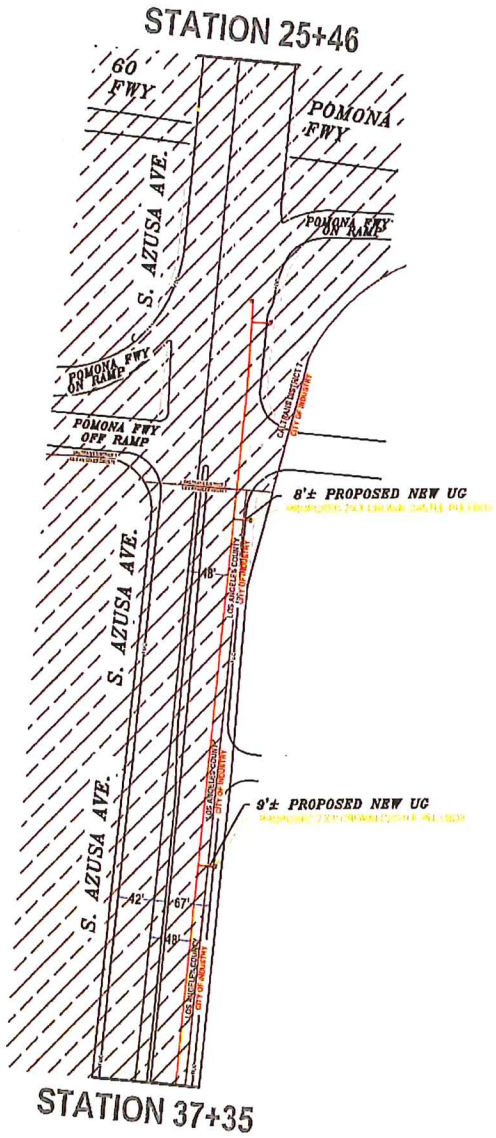
PROJECT DESCRIPTION: INSTALL 3,719 FEET OF HDPE CONDUIT AND 13 CONCRETE PULLBOXES IN THE CITY OF INDUSTRY.

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO. 17 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	17±



N

SCALE = 1:200

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NO. _____
PLAN NO. _____

PROJECT NAME: COLIMA

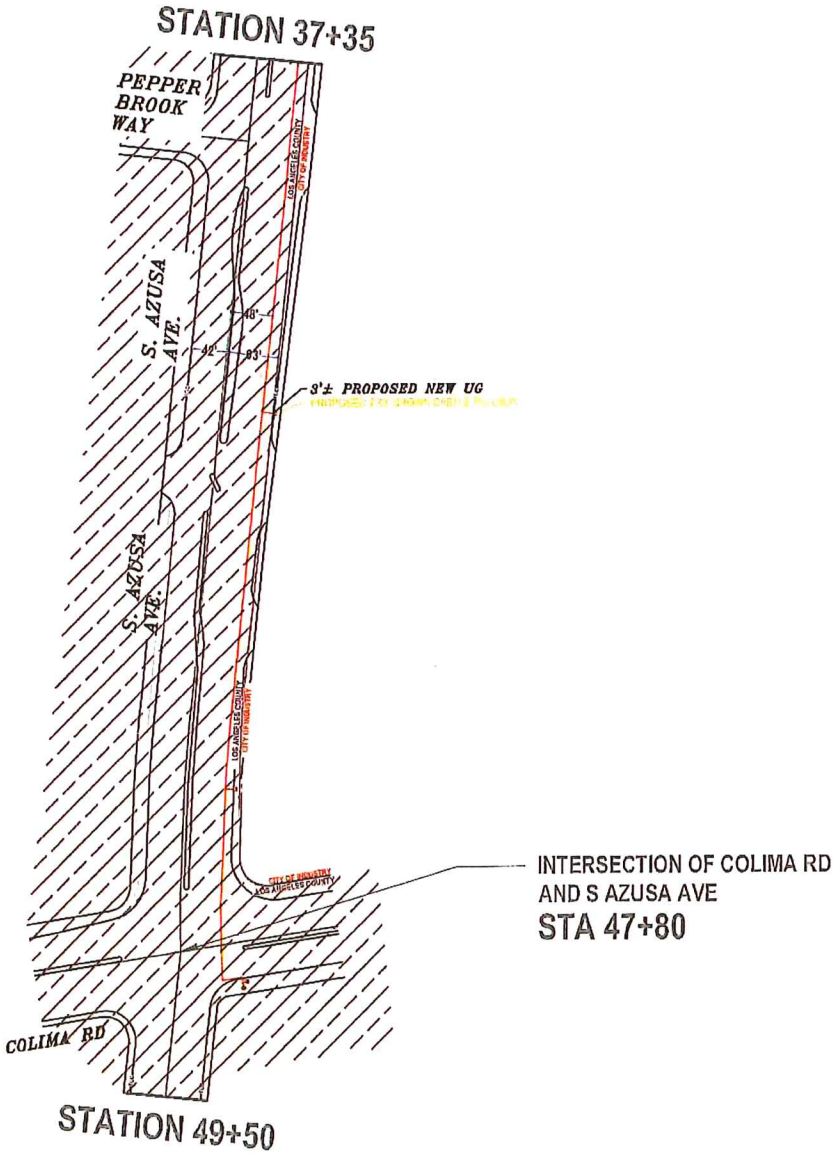
LOCATION: RAILROAD ST AND S AZUSA AVE TO COLIMA RD AND S AZUSA AVE. PORTIONS OF COLIMA RD AND ALBATROSS RD APPROXIMATELY 1000', WEST AND NORTH RESPECTIVELY.

PROJECT DESCRIPTION: INSTALL 3,719 FEET OF HDPE CONDUIT AND 13 CONCRETE PULLBOXES IN THE CITY OF INDUSTRY.

SYSTEM EXHIBIT

SHEET NO. 18 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	3±



SCALE = 1:200

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: COLIMA

LOCATION: RAILROAD ST AND S AZUSA AVE TO COLIMA RD AND S AZUSA AVE. PORTIONS OF COLIMA RD AND ALBATROSS RD APPROXIMATELY 1000', WEST AND NORTH RESPECTIVELY.

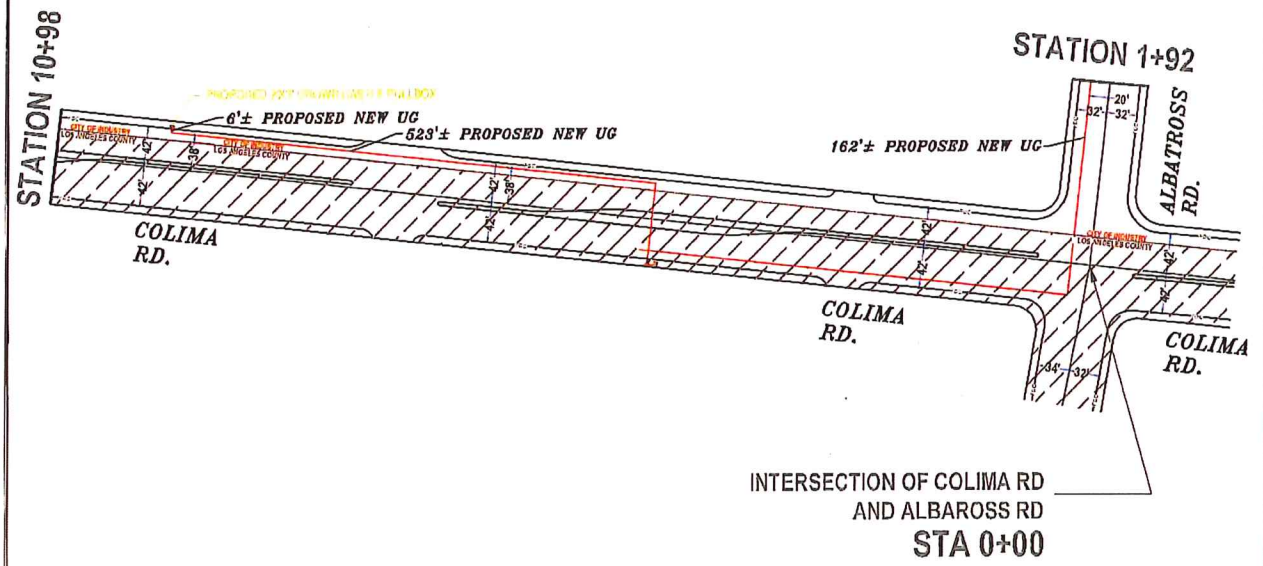
PROJECT DESCRIPTION: INSTALL 3,719 FEET OF HDPE CONDUIT AND 13 CONCRETE PULLBOXES IN THE CITY OF INDUSTRY.

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO. 19 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	691±



SCALE = 1:180

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: COLIMA

LOCATION: RAILROAD ST AND S AZUSA AVE TO COLIMA RD AND S AZUSA AVE. PORTIONS OF COLIMA RD AND ALBATROSS RD APPROXIMATELY 1000', WEST AND NORTH RESPECTIVELY.

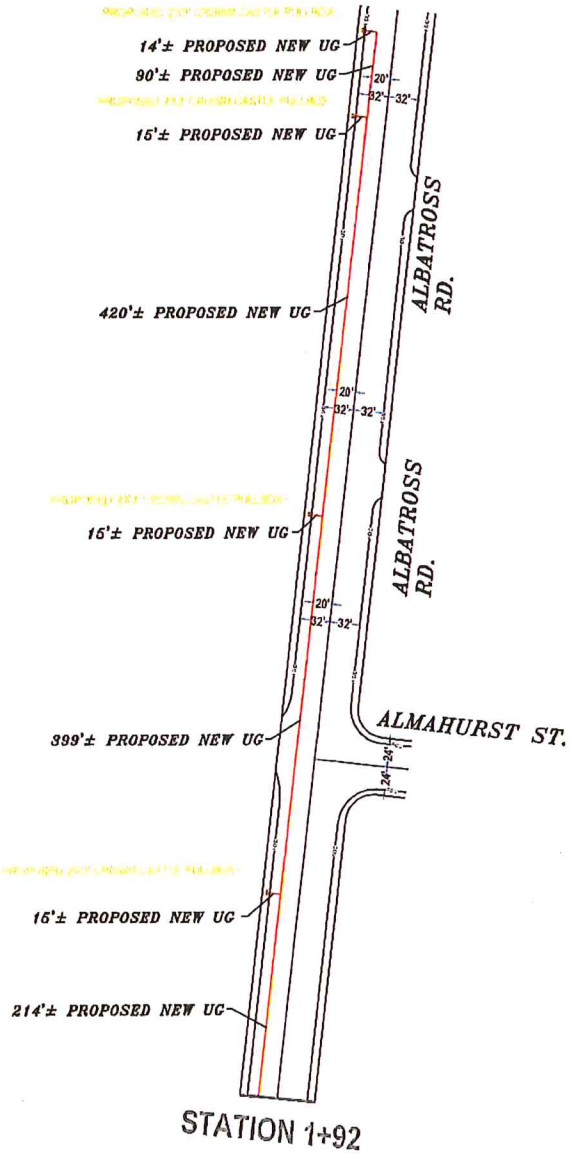
PROJECT DESCRIPTION: INSTALL 3,719 FEET OF HDPE CONDUIT AND 13 CONCRETE PULLBOXES IN THE CITY OF INDUSTRY.

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO. 20 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	1182±



SCALE = 1:180

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: COLIMA

LOCATION: RAILROAD ST AND S AZUSA AVE TO COLIMA RD AND S AZUSA AVE. PORTIONS OF COLIMA RD AND ALBATROSS RD APPROXIMATELY 1000', WEST AND NORTH RESPECTIVELY.

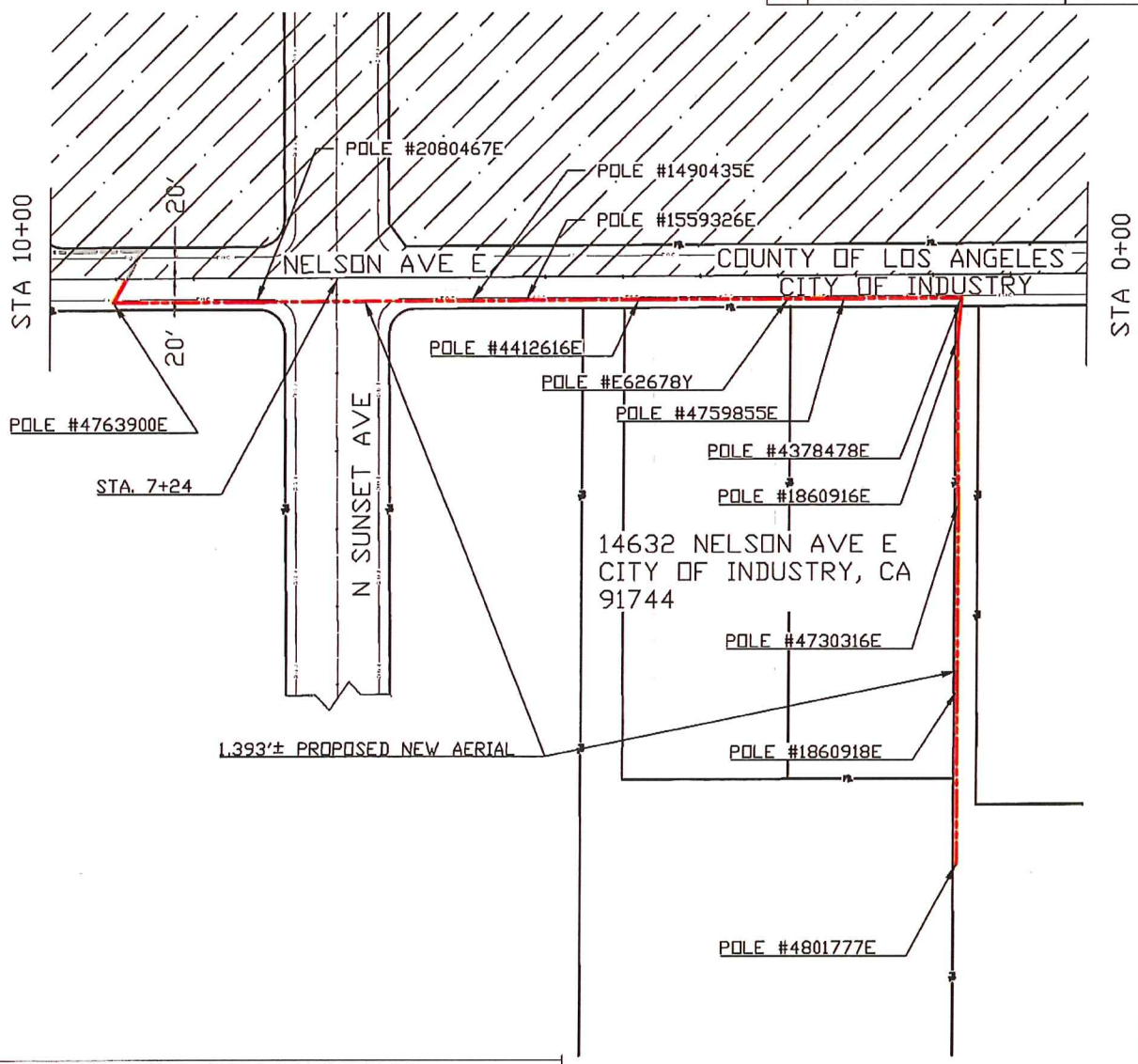
PROJECT DESCRIPTION: INSTALL 3,719 FEET OF HDPE CONDUIT AND 13 CONCRETE PULLBOXES IN THE CITY OF INDUSTRY.

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO. 21 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	0'±
PROP. AERIAL FIBER FOOTAGE	1,393'±



BILL OF MATERIAL

NO.	MATERIAL	QUANTITY	FOOTAGE
1	3-1 1/4" HDPE/MDPE CONDUIT	–	–
2	1-4" HDPE/MDPE CONDUIT	–	–
3	AERIAL FIBER	–	2,405'±
4	2' X 3' FIBER PULLBOX	–	–

NEW UNDERGROUND	
NEW AERIAL	
LEASE DUCT	

SCALE : 1:160

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: 368008-43 SIESTA

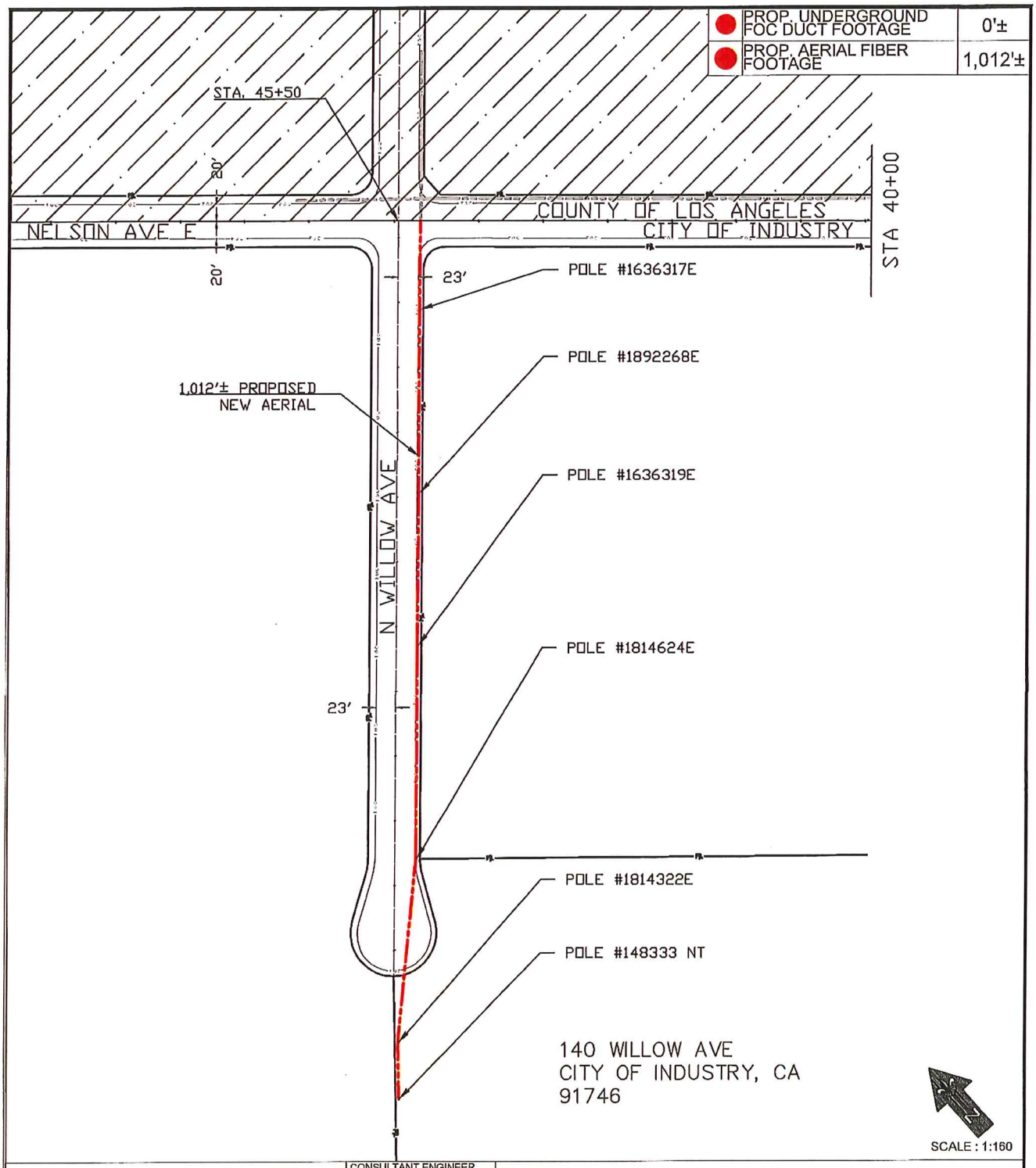
LOCATION: NELSON AVE E TO N WILLOW AVE

PROJECT DESCRIPTION: ATTACH AERIALLY TO POLE #4801777E, CONTINUE ALONG AERIAL PATH ON NELSON AVE E, ENDING ON POLE #148333 NT ON N WILLOW AVE.

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO. 22 OF 24



CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: 368008-43 SIESTA

LOCATION: NELSON AVE E TO N WILLOW AVE

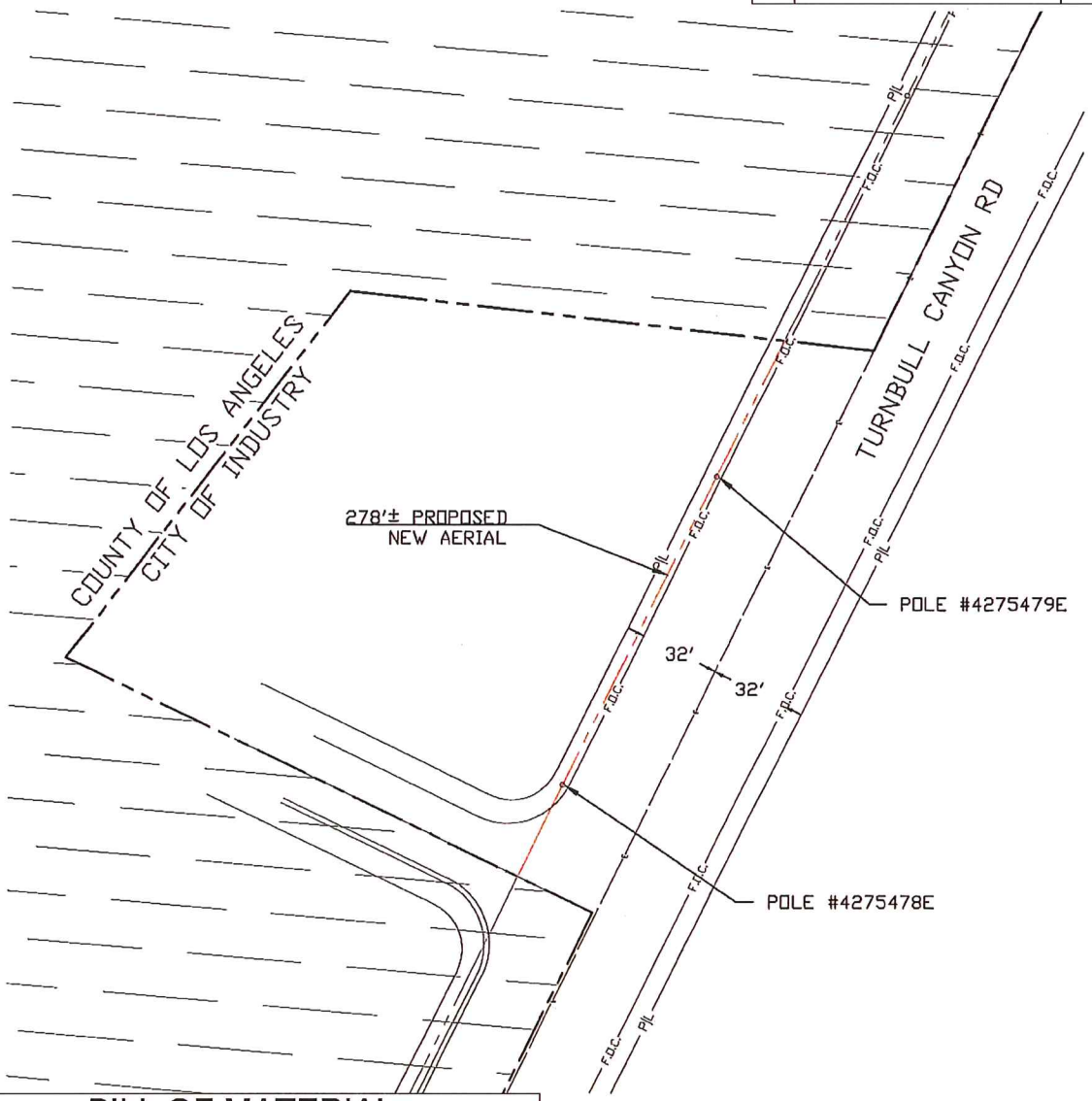
PROJECT DESCRIPTION: ATTACH AERIALLY TO POLE #4801777E, CONTINUE ALONG AERIAL PATH ON NELSON AVE E, ENDING ON POLE #148333 NT ON N WILLOW AVE.

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO.
23 OF 24

PROP. UNDERGROUND FOC DUCT FOOTAGE	0'±
PROP. AERIAL FIBER FOOTAGE	278'±



BILL OF MATERIAL

NO.	MATERIAL	QUANTITY	FOOTAGE
1	3-1 1/4" HDPE/MDPE CONDUIT	–	–
2	1-4" HDPE/MDPE CONDUIT	–	–
3	AERIAL FIBER	–	278'±
4	2' X 3' FIBER PULLBOX	–	–

NEW UNDERGROUND	
NEW AERIAL	
LEASE DUCT	

SCALE : 1:70

CROWN CASTLE

RDI ENGINEERING
9050 ARCHIBALD AVE
RANCHO CUCAMONGA, CA 91730
(909)361-3077

CONSULTANT ENGINEER INFORMATION

PROJECT NAME: 368008-33 GREENDALE

LOCATION: WALBROOK DR & TURNBULL CANYON RD
PROJECT DESCRIPTION: AERIAL SPAN FROM POLE #427580E THROUGH LA COUNTY LINE PASSING INTO CITY OF INDUSTRY, ATTACHING ONTO POLE #4275479E, THEN ATTACHING TO POLE #4275478E.

PROJECT NO. _____
PLAN NO. _____

SYSTEM EXHIBIT

SHEET NO. 24 OF 24

CITY COUNCIL

ITEM NO. 6.9

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council TH

FROM: Troy Helling, City Manager

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering JN

DATE: June 13, 2019

SUBJECT: Consideration of Payment for the Consultant Services Agreement between Mead & Hunt, Inc. and the Tres Hermanos Conservation Authority for Dam Inundation Mapping and Emergency Action Planning services at Chino Ranch #1 Dam, No. 2025.000, in the amount of $18,000

Background:

The City of Industry initially acquired the property known as Tres Hermanos in 1978 and transferred the property to the Industry Urban-Development Agency ("IUDA") on November 8, 1978. The property includes the Chino Ranch #1 Dam, Division of Dam Safety ("DODS") No. 2025.000, which created Arnold Reservoir. The IUDA acquired a license for diversion and use of water, Division of Water Resources ("DWR") License No. 12393 and grants the IUDA to use the water (125 Acer-feet/year) for the purpose of stock watering, recreational, fire protection, and fish and wildlife preservation and enhancement.

The state enacted legislation, effective July 1, 2017, in response to the February 2017 Oroville Dam spillway disaster. This act requires dam owners to prepare Inundation Maps and Emergency Action Plans ("EAP") in the event of an uncontrolled release from the dam. The City of Industry received a letter from the DWR, dated July 14, 2017, indicating the Chino Ranch #1 Dam meets the 'Significant' hazard classification. Based on this classification, Inundation Maps must be prepared and approved by DWR prior to submittal of the EAP. The EAP, including the approved Inundation Maps, must be completed and submitted to the California Office of Emergency Services ("Cal-OES") by January 1, 2021.

With the dissolvement of the IUDA, the property was transferred to the Successor Agency to the Industry Urban-Development Agency. In early 2019, the cities of Industry, Diamond Bar and Chino Hills formed a Joint Powers Authority ("JPA") to purchase the property from the Successor Agency. The JPA established the Tres Hermanos Conservation Authority ("THCA") in March of 2019 to oversee the preservation of the property, including maintaining water rights to Arnold Reservoir. The THCA will need to be the lead agency overseeing the development of the Inundation Maps and EAP.

Discussion:

Mead & Hunt will be responsible for the preparation and submittal to the appropriate regulatory agencies. The EAP preparation will require coordination with jurisdictions and other agencies and entities located downstream from the reservoir. Mead & Hunt will identify these entities for inclusion in the EAP.

Fiscal Impact:

The fiscal impact for this Agreement is $18,000.

Recommendation:

Staff is seeking approval by the Authority to enter into agreement with Mead & Hunt, Inc., for Dam Inundation Mapping and Emergency Action Planning services at Chino Ranch #1 Dam, No. 2025.000 and seeking City approval for payment. The tasks laid out above were not discussed during the formation of the JPA. Therefore, the Agreement is being presented to the City Council for payment of the fee to complete EAP and Inundation Maps.

Exhibit:

A. Consultant Services Agreement between Tres Hermanos Conservation Authority and Mead & Hunt, Inc.

TH/JN:jv

EXHIBIT A

Consultant Services Agreement between Tres Hermanos Conservation Authority and Mead & Hunt, Inc.

[Attached]

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of **June 19, 2019** by and between the Tres Hermanos Conservation Authority, a public agency ("THCA"), and Mead & Hunt, Inc., a California corporation ("Consultant").

1. Consultant's Services.

Subject to the terms and conditions set forth in this Agreement Consultant shall provide to the reasonable satisfaction of the THCA the **professional engineering** services set forth in the attached Exhibit "A", which is incorporated herein by this reference. As a material inducement to the THCA to enter into this Agreement, Consultant represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

*James Cramsie, PE (*herein referred to as the "THCA's Project Manager"), shall be the person to whom the Consultant will report for the performance of services hereunder. It is understood that Consultant shall coordinate its services hereunder with the THCA's Project Manager to the extent required by the THCA's Project Manager, and that all performances required hereunder by Consultant shall be performed with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances at the same time and in the same or similar locality.

2. Term of Agreement. This Agreement shall take effect **June 19, 2019**, and shall continue until June 19, 2022 unless earlier terminated pursuant to the provisions herein.

3. Compensation. THCA agrees to compensate Consultant monthly, for each service which Consultant performs to the satisfaction of THCA in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Payment will be made only after submission of proper invoices in the form specified by THCA. Total payment to Consultant pursuant to this Agreement shall not exceed Eighteen Thousand Dollars ($18,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

4. Payment.

A. As scheduled services are completed, Consultant shall submit to THCA an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

B. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

C. THCA will pay Consultant the amount invoiced the THCA will pay Consultant the amount properly invoiced within 35 days of receipt, but may withhold 30% of any invoice until all work is completed, which sum shall be paid within 35 days of completion of the work and receipt of all deliverables.

D. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

5. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefore have been previously authorized in writing and approved by the THCA as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, if any, and adjustment of the fee to be paid by THCA to Consultant.

6. Priority of Documents. In the event of any inconsistency between the provisions of this Agreement and any attached exhibits, the provisions of this Agreement shall control.

7. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to THCA, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of THCA or otherwise act on behalf of THCA as an agent. Neither THCA nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of THCA.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold THCA harmless from any and all taxes, assessments, penalties, and interest asserted against THCA by reason of the independent contractor relationship created by this Agreement. In the event that THCA is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between THCA and Consultant, then Consultant agrees to reimburse THCA for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with Workers' Compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold THCA harmless from any failure of Consultant to comply with applicable Worker's Compensation laws.

D. Consultant shall, at Consultant's cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements, including but not limited to the THCA, South Coast Air Quality Management District, and California Air Resources Board.

E. In addition to any other remedies it may have, THCA shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to THCA from Consultant as a result of Consultant's failure to promptly pay to THCA any reimbursement or indemnification required by this Agreement or for any amount or penalty levied against the THCA for Consultant's failure to comply with this Section.

8. Standard of Performance. Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions and represents that it and any subcontractors it may engage, possess any and all licenses which are required to perform the work contemplated by this Agreement and shall maintain all appropriate licenses during the performance of the work.

9. Indemnification. To the maximum extent permitted by Civil Code section 2782.8, Consultant shall indemnify and hold harmless THCA, its officers, officials, and employees ("Indemnitees") from and against liability, loss, direct damage, expense, reasonable attorney fees of every nature arising out of or in connection with:

(1) Claims under Worker's Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's contractors;

(2) Claims arising out of Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. Should THCA in its discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the THCA its costs of defense, including reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the Indemnitees. Except for the Indemnitees, this Agreement shall not be construed to extend to any third party indemnification rights of any kind; and

(3) Claims for loss, injury to or death of persons or damage to property caused by the negligent professional act or omission in the performance of professional services pursuant to this Agreement.

(4) The Consultant's obligations to indemnify, defend and hold harmless the THCA shall survive termination of this Agreement.

10. Insurance.

A. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the THCA the following insurance:

(1) a policy or policies of broad-form comprehensive general liability insurance written on an occurrence basis with minimum limits of $1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) property damage insurance with a minimum limit of $500,000.00 per occurrence;

(3) automotive liability insurance written on an occurrence basis covering all owned, non-owned and hired automobiles, with minimum combined single limits coverage of $1,000,000.00;

(4) Worker's Compensation insurance when required by law, with a minimum limit of $500,000.00 or the amount required by law, whichever is greater; and

(5) Professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a combined single limit of $1,000,000. If such insurance is on a claims made basis, Consultant agrees to keep such insurance in full force and effect for at least five years after termination or date of completion of this Agreement.

B. The THCA, its officers, employees, shall be named as additional insureds on the policies as to comprehensive general liability, property damage, and automotive liability. The policies as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the THCA shall be excess insurance only

C. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving THCA ten (10) day's prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage and in the event of any of the same by the insurer to immediately notify the THCA.

D. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement and except for professional liability insurance, shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the THCA; and shall be placed have a current A.M. Best's rating of no less than A-, VII. In the case of professional liability insurance, such coverage shall be issued by companies either licensed or admitted to

conduct business in the State of California so long as such insurers possesses the aforementioned Best's rating.

E. Consultant shall submit to THCA (1) insurance certificates indicating compliance with the minimum insurance requirements above, and (2) insurance policy endorsements or a copy of the insurance policy evidencing the additional insured requirements in this Agreement, in a form acceptable to the THCA.

F. Self-Insured Retention/Deductibles. All policies required by this Agreement shall allow THCA, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the THCA. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should THCA pay the SIR or deductible on Consultant's due to such failure in order to secure defense and indemnification as an additional insured under the policy, THCA may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by THCA due to the breach.

G. Subrogation. With respect to any Workers' Compensation Insurance or Employer's Liability Insurance, the insurer shall waive all rights of subrogation and contribution it may have against the Indemnitees.

H. Failure to Maintain Insurance. If Contractor fails to keep the insurance required under this Agreement in full force and effect, THCA may take out the necessary insurance and any premiums paid, plus 10% administrative overhead, shall be paid by Consultant, which amounts may be deducted from any payments due Consultant.

I. Consultant shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the THCA for review and approval. All insurance for subcontractors shall be subject to all of the requirements stated herein.

11. Confidentiality. Consultant in the course of its duties may have access to confidential data of THCA, private individuals, or employees of the THCA. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by THCA. THCA shall grant such authorization if disclosure is required by law. All THCA data shall be returned to THCA upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant prepares reports of a proprietary nature specifically for and in connection with certain projects, the THCA shall not,

except with Consultant's prior written consent, use the same for other unrelated projects.

12. Ownership of Materials. Except as specifically provided in this Agreement, all materials provided by Consultant in the performance of this Agreement shall be and remain the property of THCA without restriction or limitation upon its use or dissemination by THCA. Consultant may, however, make and retain such copies of said documents and materials as Consultant may desire.

13. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Consultant and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. The THCA and any of their authorized representatives shall have access to and the right to audit and reproduce any of Consultant's records regarding the services provided under this Agreement. Consultant shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Consultant agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from the THCA, and copies thereof shall be furnished if requested.

14. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of hardware or software to THCA as a result of the performance of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

15. Termination. The THCA may terminate this Agreement with or without cause upon fifteen (15) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. In the event of such termination, THCA agrees to pay Consultant for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, unless the notice provides otherwise, except those services reasonably necessary to effectuate the termination. The THCA shall be not liable for any claim of lost profits.

16. Personnel/Designated Person. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under it supervision, and all personnel engaged in the work shall be qualified to perform such services. Except as otherwise authorized by the THCA's Project Manager, *Nancy Moricz, PE* shall be the person who primarily performs the work provided under this Agreement. Except as provided in this Agreement, Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but THCA reserves the right in its sole discretion to require Consultant to exclude any employee from performing services on THCA's premises.

17. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of THCA relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

18. Time of Completion. Consultant agrees to commence the work provided for in this Agreement within (5) days of being notified by the THCA to proceed and to diligently prosecute completion as required by the Department of Water Resources (DWR) and California Office of Emergency Services (Cal OES) from such date or as may otherwise be agreed to in writing by and between the Project Manager and the Consultant.

19. Time Is of the Essence. The Consultant recognizes the importance of the services under this agreement be performed in a timely and professional manner in the accordance with agreed upon schedule

20. Delays and Extensions of Time. Consultant's remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Consultant must document any delay and request an extension of time in writing at the

time of the delay to the satisfaction of THCA. Any extensions granted shall be limited to the length of the delay outside Consultant's control. If Consultant believes that delays caused by the THCA will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Consultant be entitled to any claim for lost profits due to any delay, whether caused by the THCA or due to some other cause.

21. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of THCA, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

22. Compliance with Laws. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

23. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by THCA of any payment to Consultant constitute or be construed as a waiver by THCA of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by THCA shall in no way impair or prejudice any right or remedy available to THCA with regard to such breach or default.

24. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

25. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy

26. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours;

or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

"CONSULTANT"	"THCA"
Mead & Hunt, Inc. 180 Promenade Circle, Suite 240 Sacramento, CA 95834 Attn.: Nancy Moricz Phone: (916) 971-3961 E-Mail: nancy.moricz@meadhunt.com	Tres Hermanos Conservation Authority 21810 Copley Drive Diamond Bar, CA 91765-4178 Attn.: Troy Helling, Executive Director Phone: (626) 333-2211 E-mail: thelling@cityofindustry.org

27. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

29. Entire Agreement. This Agreement, and any other documents incorporated herein by reference, represent the entire and integrated agreement between Consultant and THCA. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the THCA will only be valid if signed by a person duly authorized to do so under the THCA's Purchasing Ordinance.

IN WITNESS of this Agreement, the parties have executed this Agreement as of the date first written above.

"Consultant"	"THCA"
Mead & Hunt, Inc.	TRES HERMANOS CONSERVATION AUTHORITY
By:_____ Printed Name:_____ Title: _____	By: _____ [***Insert Name of Person authorized to sign]***
By: _____ Printed Name: _____ Title:_____	ATTEST: _____

[Name] THCA

Approved as to form:

By:_____
[*Name*] THCA Attorney

NOTE*: *If Consultant is a corporation, the THCA requires the following signature(s):

-- *(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*

-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the THCA.*

CITY COUNCIL

ITEM NO. 6.10

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering
Dev Birla, Operations Manager, CNC Engineering DDB

DATE: June 13, 2019

SUBJECT: Consideration of Amendment No. 4 to the Professional Services Agreement with Trimark Associates, Inc., to provide Data Acquisition System, Met Station, Remote Intelligent Gateway and Revenue Meter Services for the Metrolink Solar and Electrical Vehicle Charging Facility increasing total compensation by $62,160 through May 31, 2022

Background:

On August 22, 2013, the City Council approved a Professional Services Agreement ("Agreement") with Trimark Associates, Inc., ("Trimark") for Data Acquisition System, Met Station, Remote Intelligent Gateway and Revenue Meter Services, for the Metrolink Solar and Electrical Vehicle Charging Facility. Trimark provides continuous monitoring of the entire solar array system and all the critical equipment involved. Yearly maintenance inspection and assessment of the installed equipment, including the reporting of any outages, is part of the scope of services.

The City Council approved three amendments to the original Agreement. The First Amendment, approved on September 25, 2014, and the Second Amendment, approved on August 13, 2015, expanded the scope of services that Trimark provides. The Third Amendment, approved on October 27, 2016, provided extended the term and increased the compensation accordingly.

Discussion:

Trimark has provided professional services at the Metrolink Solar Facility for over five years and is critical for the continued operation of the equipment at the facility. Trimark has maintained good service with a proven track record with the City. In addition, Trimark has agreed to keep the same annual compensation of $20,720 per year, for the next three years, for a total increase of $62,160. The total compensation under the agreement, including the increase for the fourth amendment is not to exceed $188,210.

Fiscal Impact:

The proposed budget for fiscal year 2019-2020 budget includes $20,720 under Metrolink Budget - Professional Services (Account No. 161-350-5120.01) for Amendment No. 4 to the Agreement with Trimark. The annual cost will not exceed the approved budget without City Council authorization, and will be included in the annual fiscal year budgets in the following two years. Total cost for the next three years is $62,160.

Recommendation:

Staff recommends that the City Council approve Amendment No. 4 to the Agreement with Trimark, increasing total compensation by $62,160 through May 31, 2022.

Exhibit:

A. Amendment No. 4 to Professional Services Agreement with Trimark Associates, Inc. dated June 13, 2019

TH/JN/DB:jv

EXHIBIT A

Amendment No. 4 to Professional Services Agreement with Trimark Associates, Inc. dated June 13, 2019

[Attached]

AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT WITH
TRIMARK ASSOCIATES INC.

This Amendment No. 4 to the Professional Services Agreement ("Agreement") is made and entered into this 13th day of June, 2019, ("Effective Date") by and between the City of Industry, a California municipal corporation ("City") and Trimark Associates, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about August 22, 2013, the City Council approved an Agreement for Consulting Services with Trimark Associates, Inc., to provide data acquisition system ("DAS"), met station, remote intelligent gateway ("RIG"), and revenue meter service agreement services; and

WHEREAS, on or about August 22, 2013, the Agreement was entered into and executed between the City and Consultant to perform data acquisition system ("DAS"), met station, remote intelligent gateway ("RIG"), and revenue meter service agreement services for the City; and

WHEREAS, on or about September 25, 2014, the City Council approved the First Amendment to Professional Services Agreement with Trimark Associates, Inc., to provide data acquisition system ("DAS"), met station, remote intelligent gateway ("RIG"), and revenue meter service agreement services; and

WHEREAS, on or about August 13, 2015, the City Council approved the Second Amendment to Professional Services Agreement with Trimark Associates, Inc., to provide data acquisition system ("DAS"), met station, remote intelligent gateway ("RIG"), and revenue meter service agreement services; and

WHEREAS, on or about October 27, 2016, the City Council approved the Third Amendment to Professional Services Agreement with Trimark Associates, Inc., to provide data acquisition system ("DAS"), met station, remote intelligent gateway ("RIG"), and revenue meter service agreement services, extend the Term through October 27, 2019, and increase the compensation not to exceed $126,050; and

WHEREAS, the Parties desire to amend the Agreement to extend the contract term by three (3) years to May 31, 2022; and

WHEREAS, the Parties desire to amend the Agreement to increase the compensation of the Agreement by $62,160, to allow Consultant to continue assisting the City with the aforementioned services; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 4, as set forth below.

AMENDMENT

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

Section 1. Term
Section 1 is hereby amended to read in its entirety as follows:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 31, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

Section 5. Compensation and Payment.
The second sentence of Section 5.1 is hereby amended to read in its entirety as follows:

This amount shall not exceed One Hundred Eighty Eight Thousand Two Hundred and Ten Dollars ($188,210.00) for the total Term of the Agreement unless additional payment is approved in writing, by the City.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 to the Agreement as of the Effective Date.

"CITY"
City of Industry

By: _____
Troy Helling, City Manager

"CONSULTANT"
Trimark Associates, Inc.

By: _____
Mark Morosky, CEO/President

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT A TO AMENDMENT NO. 4

AGREEMENT FOR CONSULTING SERVICES WITH TRIMARK ASSOCIATES, INC.
DATED AUGUST 22, 2013

City of Industry

PROFESSIONAL SERVICES AGREEMENT

With

Trimark Associates, Inc.

Effective Date: August 22, 2013

4820-5727-4383 v3

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PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of August 22, 2013 ("Effective Date"), and is between the City of Industry, a California municipal corporation and charter city ("City") and Trimark Associates, Inc., a California corporation ("Consultant").

Section 1. Term of Agreement.

Subject to the provisions of Section 20 ("Termination of Agreement"), the term of this Agreement will be for a period commencing on the Effective Date and will terminate upon the completion of Consultant's services.

Section 2. Scope and Performance of Services.

2.1 Consultant agrees to perform the services set forth in Exhibit A ("Scope of Services"), which is made a part of this Agreement.

2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.

2.3 Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B ("Key Personnel & Compensation"), which is made a part of this Agreement.

2.4 Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.

2.5 Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.

2.6 Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

2.7 City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.

2.8 The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

Section 3. Additional Services and Changes in Services.

3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.

3.2 If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

3.3 City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties.

Section 4. Familiarity with Services and Site.

4.1 By executing this Agreement, Consultant warrants that Consultant:

(a) has thoroughly investigated and considered the Scope of Services to be performed;

(b) has carefully considered how the services should be performed;

(c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and

(d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.

4.2 If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

Section 5. Compensation and Payment.

5.1 Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B ("Key Personnel & Compensation"). The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by City.

5.2 The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount.

5.3 Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services. If applicable, the invoice must also provide a budget summary including the total amounts previously invoiced and paid, the current invoice amount and the budget remaining.

5.4 City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission.

5.5 Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.

5.6 Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment.

5.7 City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

Section 6. Required Documentation Prior to Performance.

6.1 Consultant may not perform any services under this Agreement until:

(a) Consultant furnishes proof of insurance as required under Exhibit C;

(b) Consultant provides City with a Taxpayer Identification Number;

(c) Consultant obtains a City business tax certificate and license, if applicable, and provides proof of compliance; and

(d) City gives Consultant a written notice to proceed.

6.2 The City will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Time of Performance; Excusable Delays; Extensions.

7.1 Consultant must adhere to all schedules and deadlines set forth in this Agreement.

7.2 Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.

7.3 If Consultant is delayed by any cause beyond Consultant's control, City may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify City within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant's performance of services.

Section 8. Cooperation by City.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

Section 9. Project Documents.

9.1 All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement.

9.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

Section 10. Confidential Information; Release of Information.

10.1 All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

10.2 Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

10.3 If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

10.4 Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

10.5 All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

Section 11. Consultant's Books and Records.

11.1 Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement.

11.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

11.3 Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 12. Status of Consultant.

12.1 Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of City. Consultant has no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

12.2 The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, or employees of City.

12.3 Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 13. Compliance with Applicable Laws.

13.1 **In General.** Consultant must use the standard of care in its profession to keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement that apply to the services performed by Consultant.

13.2 **Professional Licenses and Approvals**. Consultant represents and warrants that it will, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession.

13.3 **Employment Laws**. Consultant warrants that it will comply with all applicable federal and state employment laws including those that relate to minimum hours and wages, occupational health and safety, and workers compensation insurance. Consultant further warrants that it is an equal opportunity employer and in performing services under this Agreement agrees to comply with all applicable federal and state laws governing equal opportunity employment, and further agrees that it will not discriminate in the employment of persons to perform services under this Agreement on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any such person, except as may be permitted by California Government Code section 12940.

Section 14. Unauthorized Aliens.

Consultant agrees to comply with all of the applicable provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*), as it may be amended, and further agrees not to employ unauthorized aliens as defined under the Act. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against City for the use of unauthorized aliens, Consultant agrees to reimburse City for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by City.

Section 15. Conflicts of Interest.

15.1 Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.

15.2 Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the City in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has any of the financial interests listed in Government Code section 87103.

15.3 If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant must promptly disclose the relationship to City and take such action as City may direct to remedy the conflict.

15.4 City understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to City, it is unaware of any stated position of City relative to these projects. Any future position of City on these projects will not be considered a conflict of interest for purposes of this section.

Section 16. Indemnification.

16.1 The parties agree that City should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance by Consultant of this Agreement. Accordingly, the provisions of this section are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and defend City as set forth in this section.

16.2 For the purposes of this section, "City" includes City's officers, officials, employees, agents and volunteers, and "Consultant" includes Consultant's officers, officials, employees, agents and subcontactors.

16.3 Consultant agrees to (1) immediately defend and (2) indemnify City from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant committed in performing any services under this Agreement or the failure to comply with any of the obligations of this Agreement (collectively, "Claims"). The Claims subject to Consultant's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.

16.4 Consultant must notify City within five days of receipt of notice of any Claim made or legal action initiated that arises out of or pertains to Consultant's performance of services under this Agreement.

16.5 Consultant's duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel approved by City, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the Claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of any City indemnified party. If it is finally adjudicated or agreed by City that liability was caused by the comparative active negligence or willful misconduct of any City indemnified party, then Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established or agreed upon comparative liability of the City indemnified party.

16.6 Consultant agrees that its defense and indemnity obligation under this section, includes the reasonable costs of attorney fees incurred by City's City Attorney office to monitor and consult with Consultant regarding the defense of any Claim, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court

hearings, mediations, or other litigation related appearances. City will use its best efforts to avoid duplicative attorney work or appearances in order to keep litigation costs to a reasonable minimum.

16.7 Consultant agrees that settlement of any Claim against City requires the consent of City. City agrees that its consent will not be unreasonably withheld provided that Consultant is financially able (based on demonstrated assets including insurance) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Agreement.

16.8 Consultant's obligation to indemnify City applies unless it is finally adjudicated or agreed by City that the liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party or the City otherwise agrees to such a determination, then Consultant's indemnification obligation will be reduced in proportion to the established comparative liability.

16.9 The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.

16.10 Notwithstanding any provision of this Agreement to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code section 2782.8, which limits claims to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," is defined in Section 2782.8, and includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities that offer such services in accordance with the applicable provisions of the Business and Professions Code.

16.11 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant will be fully responsible for all obligations under this section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights under this Agreement.

16.12 In the event of any Claim made against City, City may, in its sole discretion, reserve, retain or apply any funds due to Consultant under this Agreement for the purpose of resolving such Claim.

16.13 The provisions of this section will survive the expiration or earlier termination of this Agreement.

Section 17. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C ("Insurance"), which is made a part of this Agreement. All

insurance policies are subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager or City Attorney.

Section 18. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of City, which may be withheld in the City's sole discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

Section 19. Default; Limitations on Liability.

19.1 In the event that Consultant is in default under the terms of this Agreement, City will have no obligation or duty to continue compensating Consultant for any services performed after City provides written notice to Consultant of such default.

19.2 Consultant agrees that no City official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of City, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.

19.3 City's liability under this Agreement is limited to payment of Consultant in accordance with the terms of this Agreement and excludes any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

Section 20. Termination of Agreement.

20.1 City may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant must cease immediately all work and services in progress.

20.2 Consultant may terminate this Agreement at any time upon 30 days prior written notice of termination to City.

20.3 Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

20.4 Consultant acknowledges City's rights to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from City's termination of this Agreement.

Section 21. Notices.

21.1 All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To City:

City of Industry
15625 East Stafford Street, Suite 100
City of Industry, CA 91744
Attention: Kevin Radecki

(Tel.) (626) 333-2211
(Fax) (626) 961-6795
(E-Mail) kradecki@cityofindustry.org

To Consultant:

Trimark Associates, Inc.
193 Blue Ravine Road
Folsom, CA 95630
Attention: Mark Morosky

(Tel.) (916) 357-5970
(Fax) (916) 357-5971
(E-mail) mmorosky@trimarkassoc.com

21.2 Notice will be deemed effective on the date personally delivered or electronically transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

21.3 Any party may change its notice information by giving notice to the other party in compliance with this section.

Section 22. General Provisions.

22.1 **Authority to Execute; Counterparts.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties.

22.2 **Entire Agreement.** This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and City prior to the execution of this Agreement.

22.3 **Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

22.4 **Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

22.5 **Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature.

22.6 **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.

22.7 **Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

22.8 **Severability.** If any term, 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 will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.

22.9 **Venue.** In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Los Angeles.

[Signatures on the following page.]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties hereby execute this Agreement as follows:

CITY OF INDUSTRY

_____
Tim Spohn, Mayor

ATTEST:

_____
Jodi Scrivens, City Clerk

APPROVED AS TO FORM:

_____
Michele Vadon, City Attorney

CONSULTANT:

Trimark Associates, Inc., a California Corporation

By: Dean F. Schroeder
Name: Dean F. Schroeder
Title: Chief Operating Officer

By: [illegible]
Name: Robert Hinchman
Title: Regional Director

EXHIBIT A

SCOPE OF SERVICES

[Attached]

EXHIBIT A

TRIMARK ASSOCIATES, INC.

DATA ACQUISITION SYSTEN (DAS), MET STATION, STANDARD RIG, AND REVENUE METER SERVICE AGREEMENT

This Service Agreement is for a Data Acquisition System (DAS), MET Station, Remote Intelligence Gateway (RIG), electric power Revenue Meters, and all related equipment between (CITY), with general offices located at 15625 Stafford St. City of Industry, CA 91744 and, Trimark Associates, Inc. whose principal offices are located at 193 Blue Ravine Road, Suite #120, Folsom, CA. 95630.

Scope of Work
For purposes of repairing failures and maintaining DAS, MET, RIG, and Revenue Meter Equipment including the TI-S, Historian, and PowerViewer application and any TRIMARK provided communications or interface devices (EQUIPMENT) on the premises of the CITY location identified in Appendix C, TRIMARK agrees to perform the following services (collectively, the "Services") in exchange for the consideration to be pain by CITY pursuant to Section 3 below as described in APPENDIX A.

a. Support for Failures (RIG):

- (CITY) representatives can request service and report problems during normal business hours by calling TRIMARK's help desk at 866-995-5970. Upon receipt of the request, TRIMARK will respond as noted below depending on the nature of the request. After normal business hours, (CITY) representatives should call one of the following TRIMARK team members to report the service request:
    1. Dean Schroeder (312) 576-2160
    2. Jae Kim (818) 825-0205
    3. Tom Finch (916) 337-5396

These individuals will select an appropriate TRIMARK technical staff member to follow up on the service request with (CITY) staff members.

- Provide remote network or dial-in support service to troubleshoot and make repairs of the RIG for any reported failures related to the RIG within four business hours

- Provide support service at the premises (if necessary) where the RIG resides within one business day following a reported failure related to the RIG - travel & "out of pocket" expenses may be charged as described in APPENDIX A,
- Maintain current configuration and documentation on the RIG including RIG database, configuration details and other RIG related software and/or application drivers,
- Provide one (1) Annual Emergency Site Visit (if required) without charge to repair or replace the failed RIG, including travel and expenses for TRIMARK staff to travel to and work at the effected site.

b. EQUIPMENT Maintenance and Monitoring

- Conduct a routine maintenance inspection and assessment of the installed EQUIPMENT
- Provide one (1) Annual Maintenance visit without charge, to clean the computer equipment perform backups and updates, and renew the RIG security certificate.
- Provide one (1) Annual Maintenance visit without charge to replace the meter battery (on two year cycle) and to conduct a meter registration test (yearly).
- Inspect for any corrosion, deterioration, or other pending circumstances that may lead to or make failure eminent.

EXHIBIT A

TRIMARK ASSOCIATES, INC.

- 24/hour 7day system status monitoring via TRIMARK's Spiceworks monitor.

c. Software Provision

- Provide and install remote access software for managing Equipment
- Provide annual upgrade of the T1-S, Historian, and Power Viewer software.
- Provide Operating System Security patches as they are available and tested.
- Maintain current configuration and documentation on EQUIPMENT including DAS, RIG and MET databases, configuration details for DAS, RIG , MET and Revenue Meters and other related software and / or application drivers
- Coordinate any RIG diagnostics or program changes with the RIG software provider and
- Manage access for authorized users and restrict access for unauthorized users.

COVERED SERVICE AGREEMENT SITES

SITE NAME	**# of DAS or RIG's**	**# of MET stations/ Sensor**	**# Primary Meters**	**# of Back Up Meters**	**# of Aux Meters**	**Effective Date**
City of Industry Metrolink PV DAS(DAS includes TI-S, Historian, and PowerViewer Software)	1	1/5	0	0	0	August 22, 2013
City of Industry Metrolink PV RIG	1	0	1	0	1	August 22, 2013

EXHIBIT B

KEY PERSONNEL & COMPENSATION

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are: Dean Schoeder.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: $20,720.00.

FEE SCHEDULE

(See attached schedule)

KEY PERSONNEL:

Name	Title/Position	Rate (Per Hour)

SUBCONSULTANTS:

Name	Title/Position	Rate (Per Hour)

EXHIBIT B

TRIMARK ASSOCIATES, INC.

RIG SERVICE AGREEMENT/TIME AND MATERIALS COSTS

RIG SERVICE AGREEMENT / TIME AND MATERIALS COSTS **Service**	**Rate**
SERVICE AGREEMENT for DAS and MET Station (See Appendix C below)	$12,000/Year (Billed Monthly)
SERVICE AGREEMENT for RIG and Meters (See Appendix C below)	$8,720/ Year (Billed Monthly)
Total	$20,720 (Billed Monthly)
Travel Costs for additional services	Billed at actual cost
System Integration Engineer for additional services	$185 / Hour

EXHIBIT B

Trimark
ASSOCIATES, INC.

Trimark Labor Rates June 2013 – May 2014

Area	*Classification*	*Hourly Rate*
Management and Consulting	Program Manager / Executive QA	$240
	Senior Management Consultant	$225
	Director of Engineering	$220
	Senior Project Manager	$195
	Associate Project Manager	$185
	System Integration Manager	$195
	Project Coordinator	$160
Engineering / Systems Integration	Senior Engineer	$195
	Electrical Engineer	$190
	Systems Integration Engineer	$185
	Communications Engineer	$170
	Communications Technician	$150
	Field Systems Specialist	$155
	CAD Manager	$140
	CAD Technician	$125
Electric Metering	Meter Engineer	$185
	Metering Supervisor / Superintendent	$175
	Certified CAISO Metering Inspector	$155
	Journey Meterman	$145
	Apprentice Meterman	$125
Meter Data Management	MDMA Manager	$185
	Senior Data Analyst	$175
	Data Acquisition Systems Specialist	$165
	Database Manager	$155
	Associate Data Analyst	$140
Electrical Contracting / Construction	Journey Electronics Technician	$185
	Electronics Technician	$155
	Journey Electrician	$135
	Apprentice Electrician	$115
	Administrative	$75
Expenses	Parts and Material	Cost +12%
	Out-of-Pocket. Expenses	Cost +12%
	Travel (Mileage)	$0.565 / Mile
	Travel labor Time (75% of Billing Rate)	
Overtime rates of (1.5 * normal rate) apply to work conducted outside core business hours of 8AM to 5PM. Sunday's and holiday's are double time		

EXHIBIT C

INSURANCE

A. **General Requirements**. Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial General Liability:	$1,000,000
Business Automobile Liability	$1,000,000
Professional Liability	$1,000,000
Workers Compensation	Statutory Requirement.

B. **Commercial General Liability Insurance**. Commercial general liability insurance must have coverage at least as broad as Insurance Services Office (ISO) CGL Form No. CG 00 01 . The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability for the policy coverage. The insurance must be on an "occurrence" not a "claims made" basis.

C. **Business Automobile Insurance**. Automobile insurance must have coverage at least as broad as ISO Business Auto Coverage Form CA 00 01 covering bodily injury and property damage, including coverage for any owned, hired, non-owned or rented vehicles. If Consultant or Consultant's employees will use personal autos in connection with the provision of services under this Agreement, Consultant will provide evidence of personal auto liability coverage for each such person.

D. **Professional Liability (Errors & Omissions) Insurance**. This coverage must be on a "claims made" basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of Consultant's services. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Consultant must purchase extended period coverage for a minimum of three years after completion of services.

E. **Workers Compensation**. Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than $1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program. Consultant certifies that it is aware of the provisions of the California Labor Code, which require every employee to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the Labor Code. Consultant certifies that it will comply with such provisions before commencing performance of services under this Agreement and thereafter maintain such coverage as required by the Labor Code.

F. **Additional Insureds**. Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the City, its officials, officers, employees, agents and volunteers are "additional insureds" under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.

G. **Deductibles and Self-Insured Retention**. Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by City. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of $50,000 without prior written approval by City in its sole discretion. At the option of City, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City's additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

H. **Primary Insurance**. Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed "primary" so that any insurance that may be carried by City will be deemed excess to that of Consultant. This endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or current equivalent form acceptable to City.

I. **Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies**. Prior to commencing any services under this Agreement, Consultant must file with the City certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by City. These certificates of insurance and endorsements must be in a form approved by the City Attorney. Consultant must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no termination or cancellation of the required coverage will be effective except upon 30 days' prior written notice to City. The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City's right to require compliance. In the event that Consultant's policies are materially changed, Consultant must provide the City with at least 30 days' prior written notice of the applicable changes.

J. **Insurance Rating**. All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best's Key Rating Guide.

K. **Aggregate Limits**. The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to City.

L. **Excess or Umbrella Liability Insurance (Over Primary)**. If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to City for injury to employees of Consultant, its subcontractors or others performing work to satisfy Consultant's obligations under this Agreement. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than $4,000,000 per occurrence and aggregate.

M. **Waiver of Subrogation Rights**. Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against City, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to the City evidencing this waiver of subrogation rights.

N. **Subcontractor Insurance**. Should the Consultant subcontract out any of the work or services required under this Agreement, it must include all subcontractors as insured's under its policies or maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Exhibit C. If this option is exercised, both City and Consultant must be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors will be subject to all the requirements of this Exhibit C. The City reserves the right to perform an insurance audit during the term of this Agreement to verify compliance with requirements.

O. **Failure to Maintain Required Insurance**. If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at Consultant's expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.

P. **Effect of Coverage**. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to City in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.

Q. **Higher Limits of Insurance**. If Consultant maintains higher limits of insurance than the minimums shown above, City will be entitled to coverage for the higher limits maintained by Consultant.

R. **Evaluation and Revision of Coverage**. City retains the right to modify, delete, alter or change the insurance requirements set forth in this Exhibit C upon not less than 90 days prior written notice. If any such change results in a substantial additional cost to Consultant, the City and Consultant may renegotiate Consultant's compensation under this Agreement.

CITY COUNCIL

ITEM NO. 6.11

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, City Manager TH

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering
Gerardo Perez, Construction Manager, CNC Engineering GP

DATE: June 13, 2019

SUBJECT: Consideration of Notice of Completion for Industry Hills Trail Lighting Improvements (Project No. CIP-IH-18-011-B) Aldridge Electric, Inc., (Contract No. DS-18-023-B)

Background:

On February 8, 2018, the City Council awarded Contract No. DS-18-01-B for the Industry Hills Trail Lighting Improvements project, in the amount of $613,795.10, to Aldridge Electric, Inc. This project consists of installation of new LED lighting and conduits on the existing pilasters along the Industry Hills trail.

On April, 2019, the City Council approved change order no. 1;

- **Change Order No. 1**: Final field measurements included a credit of ($46.00) for bid quantity underruns and an additional cost of $20,416.60 for bid quantity over-runs. The original estimated quantities did not include certain sweeps or the wire running up the pilasters to the power each light fixture. The net increase in cost totals $20,370.60.

Discussion:

As of May 30, 2019 the City Engineer has determined that all work has been completed. CNC Engineering have inspected the site and find all work complete and in accordance with the contract documents.

Table 1 - Summary of Extra Costs

Contract Amount	$613,795.10
Change Order No. 1	$20,370.60
Revised Project Cost	**$634,165.70**

Table 2 – Summary of Approved Construction Budget Amount (February 8, 2018)

Base Bid (Aldridge)	$613,795.10
Contingency Allowance	$122,759.02
Total Original Project Budget	**$736,554.12**

Fiscal Impact:

The total construction cost including change orders is $634,165.70. The total amount budgeted for this project cost is $736,554.12. Therefore, no additional appropriations are necessary

Recommendation:

1.) Accept the work performed by Aldridge Electric, Inc.., for the amount of $634,165.70;

2.) Authorize the City Engineer or his designee to execute the Notice of Completion; and

3.) Authorize the City Clerk to file a Notice of Completion for Project No. CIP-IH-18-011-B Industry Hills Trail Lighting Improvements

Exhibit:

A. Aldridge Electric, Inc. Notice of Completion dated June 13, 2019

TH/JN/GP:jv

EXHIBIT A

Aldridge Electric, Inc., Notice of Completion dated June 13, 2019

[Attached]

CITY OF INDUSTRY

- ☐ Civic Recreational-Industrial Authority
- ☐ City of Industry Public Utilities Commission
- ☐ Industry Urban-Development Agency
- ☐ Parking Authority

15625 East Stafford Street, City of Industry, CA 91744

Notification of Construction Completion

Project: Industry Trails Lighting Improvements **Date: June 13, 2019**

Contract Contract No.: CIP-IH-18-011-B
Agreement No.: DS-18-023-B

Contractor: Aldridge Electric, Inc.

As a result of an inspection conducted on **05/24/20109** the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

Acceptance of completed construction work shall not relieve the contractor from other requirements of the contract documents.

	Printed Name	Signature	Title	Date
Accepted by Contractor	Louis Perez	Louis Perez	Project Manager	05/31/19
Recommended by Project Inspector	Shaun Malganji		Inspector	5/30/19
Recommended by Project Manager	Gerardo Perez	Gerardo Perez	Sr. Construction Manager	5/31/19
Recommend by Public Agency	Joshua Nelson	JM	Contract City Engineer	5/29/19
Approved by Public Agency	Troy Helling		City Manager	