



CITY COUNCIL SPECIAL MEETING AGENDA

OCTOBER 22, 2025 AT 9:00 AM

MAYOR CORY MOSS
MAYOR PRO TEM MICHAEL GREUBEL
COUNCIL MEMBER STEVE MARCUCCI
COUNCIL MEMBER MARK D. RADECKI
COUNCIL MEMBER NEWELL RUGGLES

LOCATION: City Council Chambers, 15651 Mayor Dave Way, City of Industry, California

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 one-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.

At the time of publication, no Councilmembers intend to take part in the meeting remotely under the provisions of AB 2449. Should that change between the time of publication and the start of the meeting, a live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below. Whenever possible, an announcement will be made at the start of the meeting via the live webcast to confirm whether or not a Councilmember will join remotely. If they will not be joining remotely, then the live webcast will terminate after the announcement.

www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 259 446 577 321 8

Meeting Passcode: jS3PA72L

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 139 364 994#

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 Mayor Dave Way, 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. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations
6. **CONSENT CALENDAR**

- 6.1. Consideration of the Register of Demands for October 23, 2025

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

- 6.2. Consideration of authorization to advertise for public bids for Contract No. CITY-1501, Kella Avenue and Rooks Road Storm Drain and Pavement Rehabilitation, for an estimated cost of \$1,148,000.00

RECOMMENDED ACTION: Approve the plans and specifications and authorize the solicitation of public bids.

- 6.3. Consideration of a Reimbursement Agreement with Union Pacific Railroad Company, for preliminary engineering services on the Bixby Drive Reconstruction and Business Parkway Improvements project, in the amount of \$30,000.00 (CITY-1526)

RECOMMENDED ACTION: Approve the Reimbursement Agreement

- 6.4. Consideration of Amendment No. 5 to the Maintenance Services Agreement with West Coast Arborists, Inc., for Citywide arborist services, increasing compensation by \$235,000

RECOMMENDED ACTION: Approve the Amendment

- 6.5. Consideration of Amendment No. 1 to the Capital Reserve Agreement with the Los Angeles County Metropolitan Transportation Authority for the Park and Ride Project

RECOMMENDED ACTION: Approve the Amendment

- 6.6. Consideration of the closure of City Hall from December 24, 2025, through January 2, 2026

RECOMMENDED ACTION: Authorize the closure of City Hall from December 24, 2025, through January 2, 2026.

7. ACTION ITEMS-NONE

8. PUBLIC HEARINGS-NONE

9. CLOSED SESSION

- 9.1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Legacy Point, LLC
Los Angeles County Superior Court Case No. 25STCV03700
- 9.2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Legacy City Center, LLC
Los Angeles County Superior Court Case No. 25STCV03524
- 9.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Puente Hills Associates, LLC
Los Angeles County Superior Court Case No. 25STCV03679
- 9.4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. E-Ho One, LLC, et al
Los Angeles County Superior Court Case No. 25STCV03695
- 9.5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Legacy Point, LLC v. City of Industry, et al.
Los Angeles County Superior Court Case No. 24STCV20043
- 9.6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8:
Property: APN 8760-029-048
Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney
Negotiating Parties: Airey Regina Marie TR Moynier Golf Course Prop
LLC
Under Negotiation: Price and terms of payment

10. CITY MANAGER REPORTS

11. AB 1234 REPORTS

12. CITY COUNCIL COMMUNICATIONS

13. Adjournment. The next regular City Council Meeting is Thursday, November 13, 2025, at 9:00 AM.

ITEM NO. 6.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF OCTOBER 23, 2025**

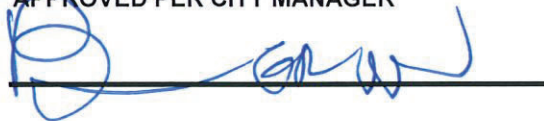
FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,868,850.24
103	PROP A FUND	6,387.62
107	MEASURE W FUND	22,594.00
120	CAPITAL IMPROVEMENTS	199,031.75
440	INDUSTRY PUBLIC FACILITY AUTHORITY	2,500.00
TOTAL ALL FUNDS		3,099,363.61

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNT	53,942.62
PROP/A	PROP A - CKING ACCOUNT	6,387.62
M/W	MEASURE W - CKING ACCOUNT	22,594.00
WFBK	WELLS FARGO - CKING ACCOUNT	3,016,439.37
TOTAL ALL BANKS		3,099,363.61

APPROVED PER CITY MANAGER



DATE



CITY OF INDUSTRY
BANK OF AMERICA
October 23, 2025

Check	Date	Payee Name			Check Amount
CITYGEN.CHK - City General					
WT1439	10/08/2025	MIDAMERICA ADMINISTRATIVE & RET			\$40,029.66
	Invoice	Date	Description	Amount	
	NOV/DEC2025	10/08/2025	RETIREE HEALTH PREMIUM REIMBURSEMENTS	\$40,029.66	
WT1440	10/08/2025	JOHN HANCOCK USA			\$6,956.48
	Invoice	Date	Description	Amount	
	8/30/25-9/12/25	10/08/2025	PARS CONTRIBUTIUONS FOR 8/30/25-9/12/25	\$6,956.48	
WT1441	10/08/2025	JOHN HANCOCK USA			\$6,956.48
	Invoice	Date	Description	Amount	
	9/13/25-9/26/25	10/08/2025	PARS CONTRIBUTIUONS FOR 9/13/25-9/26/25	\$6,956.48	

Checks	Status	Count	Transaction Amount
Total		3	\$53,942.62

**CITY OF INDUSTRY
PROP A
October 23, 2025**

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Check	Date			Payee Name	Check Amount
PROPA.CHK - Prop A Checking					
90724	10/23/2025			INDUSTRY SECURITY SERVICES	\$5,704.00
	Invoice	Date	Description	Amount	
	SG-ML-2058	10/03/2025	SECURITY SVC-METROLINK	\$2,852.00	
	SG-ML-2059	10/10/2025	SECURITY SVC-METROLINK	\$2,852.00	
90725	10/23/2025			SO CAL INDUSTRIES	\$103.03
	Invoice	Date	Description	Amount	
	766183	09/30/2025	RR RENTAL-METROLINK	\$103.03	
90726	10/23/2025			VALLEY VISTA SERVICES, INC	\$580.59
	Invoice	Date	Description	Amount	
	2897707	10/01/2025	DISP SVC-METROLINK	\$580.59	

Checks	Status	Count	Transaction Amount
	Total	3	\$6,387.62

CITY OF INDUSTRY
MEASURE W
October 23, 2025

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Check	Date	Payee Name	Check Amount
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MEASUREW.WF.CHK - Measure W Wells Fargo Checking

300178	10/23/2025	ANNEALTA GROUP	\$22,594.00
	Invoice	Description	Amount
	497-3677	10/08/2025 STORMWATER COMPLIANCE-SEP 2025	\$22,594.00

Checks	Status	Count	Transaction Amount
	Total	1	\$22,594.00

**CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFERS
October 23, 2025**

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Check	Date	Payee Name	Check Amount
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CITY.WF.CHK - City General Wells Fargo

WT10085	10/08/2025		INDUSTRY PROPERTY & HOUSING AU	\$24,000.00
	Invoice	Date	Description	Amount
	10/8/2025	10/08/2025	TRANSFER FUNDS-IPHMA REG 10/8/25	\$24,000.00
WT10086	10/09/2025		CIVIC RECREATIONAL INDUSTRIAL AU	\$230,000.00
	Invoice	Date	Description	Amount
	10/9/2025	10/09/2025	TRANSFER FUNDS-CRIA REG 10/8/25	\$230,000.00

Checks	Status	Count	Transaction Amount
	Total	2	\$254,000.00

**CITY OF INDUSTRY
WELLS FARGO BANK
October 23, 2025**

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
86035	10/02/2025			FIDELITY SECURITY LIFE INSURANCE	\$1,217.53
	Invoice	Date	Description	Amount	
	167020865	10/01/2025	VISION PREMIUM FOR OCTOBER 2025	\$1,217.53	
86036	10/02/2025			HUMANA INSURANCE COMPANY	\$6,842.14
	Invoice	Date	Description	Amount	
	389690217	09/13/2025	DENTAL PREMIUM FOR OCTOBER 2025	\$6,842.14	
86037	10/02/2025			MUTUAL OF OMAHA - PAYMENT PROC	\$9,250.74
	Invoice	Date	Description	Amount	
	1956118504	10/01/2025	LIFE INS PREMIUM FOR OCTOBER 2025	\$9,250.74	
86038	10/02/2025			UNUM LIFE INSURANCE COMPANY OF	\$11,572.80
	Invoice	Date	Description	Amount	
	10/1-10/31/25	09/18/2025	LONG TERM CARE PREMIUM FOR OCTOBER 2025	\$11,572.80	
86039	10/08/2025			CAL-PERS	\$22,075.50
	Invoice	Date	Description	Amount	
	100000018073342	10/01/2025	CALPERS-MONTHLY SUM FOR PLAN ID 1226	\$19,917.75	
	100000018073362	10/01/2025	CALPERS-MONTHLY SUM FOR PLAN ID 15030	\$1,022.92	
	100000018073351	10/01/2025	CALPERS-MONTHLY SUM FOR PLAN ID 26791	\$1,134.83	
86040	10/08/2025			DIRECTV - FOR BUSINESS	\$107.00
	Invoice	Date	Description	Amount	
	034740128X251001	10/01/2025	RSN/TV ACCESS FEES	\$107.00	
86041	10/08/2025			GRANITE TELECOMMUNICATIONS, LL	\$366.11

**CITY OF INDUSTRY
WELLS FARGO BANK
October 23, 2025**

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	718404956	10/01/2025	PHONE SVC FOR FIRE ALARMS-HOMESTEAD	\$366.11
86042	10/08/2025		POSTMASTER	\$464.00
	Invoice	Date	Description	Amount
	BOX #3366-26	10/01/2025	ANNUAL FEE FOR PO BOX 3366	\$464.00
86043	10/08/2025		PURCHASE POWER	\$200.00
	Invoice	Date	Description	Amount
	10/5/2025	10/05/2025	POSTAGE REFILL ON 9/30/25	\$200.00
86044	10/08/2025		THE TRAVELERS INDEMINITY COMPA	\$486.00
	Invoice	Date	Description	Amount
	10/6/2025	10/06/2025	WORKERS COMP RENEWAL 11/14/25-11/14/26-TROY	\$486.00
86045	10/08/2025		TPX COMMUNICATIONS	\$4,597.90
	Invoice	Date	Description	Amount
	187442979-0	09/30/2025	INTERNET SVC-CITY HALL/METRO SOLAR	\$4,597.90
86046	10/08/2025		TPX COMMUNICATIONS	\$703.03
	Invoice	Date	Description	Amount
	187425888-0	09/30/2025	TEL/INTERNET-HOMESTEAD	\$703.03
86047	10/08/2025		AT & T	\$179.00
	Invoice	Date	Description	Amount
	0887517012	09/23/2025	8/19-9/18/25 SVC-600 S BREA CYN METROLINK	\$179.00

**CITY OF INDUSTRY
WELLS FARGO BANK
October 23, 2025**

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
86048	10/08/2025			FRONTIER	\$112.85
	Invoice	Date	Description	Amount	
	2026-00000555	09/19/2025	9/19-10/18/25 SVC-FOLLOW'S CAMP	\$112.85	
86049	10/08/2025			ROWLAND WATER DISTRICT	\$1,371.51
	Invoice	Date	Description	Amount	
	2026-00000585	10/01/2025	8/27-9/24/25 SVC-AZUSA AVE - RC	\$94.89	
	2026-00000586	10/01/2025	8/27-9/24/25 SVC-755 NOGALES AT - RC	\$288.57	
	2026-00000587	10/01/2025	8/27-9/24/25 SVC-909 U NOGALES ST - IRR	\$64.60	
	2026-00000588	10/01/2025	8/27-9/24/25 SVC-1100 S AZUSA AVE	\$199.49	
	2026-00000589	10/01/2025	8/27-9/24/25 SVC-1123 HATCHER ST STE D	\$115.00	
	2026-00000590	10/01/2025	8/27-9/24/25 SVC-1135 HATCHER AVE	\$47.80	
	2026-00000591	10/01/2025	8/27-9/24/25 SVC-1123 HATCHER ST STE C	\$89.80	
	2026-00000592	10/01/2025	8/27-9/24/25 SVC-1015 NOGALES ST - PUMP HOUSE	\$347.96	
	2026-00000593	10/01/2025	8/27-9/24/25 SVC-1023 NOGALES ST- IRR	\$123.40	
86050	10/08/2025			SAN GABRIEL VALLEY WATER CO.	\$296.28
	Invoice	Date	Description	Amount	
	2026-00000556	09/26/2025	8/27-9/25/25 SVC-IRRIG SALT LAKE/SEVENTH	\$296.28	
86051	10/08/2025			SOUTHERN CALIFORNIA EDISON	\$68,201.17
	Invoice	Date	Description	Amount	
	2026-00000557	09/24/2025	8/21-9/21/25 SVC-575 BREA CYN RD	\$15.26	
	2026-00000558	09/24/2025	8/25-9/23/25 SVC-VARIOUS SITES	\$894.30	
	2026-00000559	09/24/2025	8/25-9/23/25 SVC-VARIOUS SITES	\$228.63	
	2026-00000560	09/26/2025	8/27-9/25/25 SVC-205 N HUDSON AVE	\$630.31	
	2026-00000561	09/26/2025	8/27-9/25/25 SVC-15660 STAFFORD ST	\$4,930.86	

**CITY OF INDUSTRY
WELLS FARGO BANK
October 23, 2025**

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2026-00000565	10/02/2025	9/3-10/1/25 SVC-VARIOUS SITES	\$11,486.06
	2026-00000566	10/01/2025	9/1-9/30/25 SVC-600 S BREA CYN METROLINK STN	\$363.10
	2026-00000567	10/01/2025	9/1-9/30/25 SVC-600 S BREA CYN A-METROLINK	\$24.82
	2026-00000568	10/01/2025	9/1-9/30/25 SVC-VARIOUS SITES	\$10,309.57
	2026-00000569	10/01/2025	9/1-9/30/25 SVC-133 N AZUSA AVE	\$126.98
	2026-00000570	10/01/2025	9/1-9/30/25 SVC-1 VALLEY/AZUSA	\$27.78
	2026-00000571	10/01/2025	9/1-9/30/25 SVC-NOGALES ST/SAN JOSE AVE	\$190.57
	2026-00000572	10/01/2025	9/1-9/30/25 SVC-VARIOUS SITES	\$203.26
	2026-00000573	10/01/2025	9/1-9/30/25 SVC-VARIOUS SITES	\$26,423.52
	2026-00000574	10/01/2025	9/1-9/30/25 SVC-VARIOUS SITES	\$9,048.61
	2026-00000575	09/30/2025	8/15-9/15/25 SVC-VARIOUS SITES	\$3,297.54
86052	10/08/2025		SOUTHERN CALIFORNIA EDISON	\$1,798.79
	Invoice	Date	Description	Amount
	2026-00000562	09/26/2025	8/27-9/25/25 SVC-15530 STAFFORD ST	\$1,798.79
86053	10/08/2025		SUBURBAN WATER SYSTEMS	\$2,040.22
	Invoice	Date	Description	Amount
	180032906303	09/23/2025	8/22-9/23/25 SVC-AZUSA & GEMINI	\$2,040.22
86054	10/08/2025		T-MOBILE	\$16.52
	Invoice	Date	Description	Amount
	2026-00000554	09/21/2025	8/25-9/20/25 SVC-TONNER GUARD SHACK	\$16.52
86055	10/08/2025		VERIZON WIRELESS - LA	\$4,727.30
	Invoice	Date	Description	Amount
	6124517048	09/26/2025	8/27-9/26/25 SVC-VARIOUS WIRELESS SVC	\$4,727.30

**CITY OF INDUSTRY
WELLS FARGO BANK
October 23, 2025**

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
86056	10/15/2025	AT & T		\$3,187.80
	Invoice	Date	Description	Amount
	7435576010	09/29/2025	9/29-10/28/25 SVC-METROLINK T1 CIRCUIT	\$3,187.80
86057	10/15/2025	INDUSTRY PUBLIC UTILITIES		\$1,251.94
	Invoice	Date	Description	Amount
	2026-00000596	10/01/2025	7/16-9/17/25 SVC-VALLEY & 7TH (IRRI)	\$1,251.94
86058	10/15/2025	SOCALGAS		\$32.27
	Invoice	Date	Description	Amount
	2026-00000594	10/01/2025	8/28-9/29/25 SVC-1015 NOGALES ST	\$16.49
	2026-00000595	10/01/2025	8/28-9/29/25 SVC-710 NOGALES ST	\$15.78
86059	10/15/2025	SUBURBAN WATER SYSTEMS		\$523.95
	Invoice	Date	Description	Amount
	180032917715	10/01/2025	9/3-9/30/25 SVC-NE CNR VALLEY/STIMS	\$523.95
86060	10/23/2025	100% AUTO CARE & DETAILED		\$710.00
	Invoice	Date	Description	Amount
	165	09/15/2025	CAR WASH SVC-CITY VEHICLES	\$330.00
	166	09/29/2025	CAR WASH SVC-CITY VEHICLES	\$380.00
86061	10/23/2025	ACORN TECHNOLOGY SERVICES		\$21,695.00
	Invoice	Date	Description	Amount
	12860	10/02/2025	CYNET FIREWALL SUBSCRIPTION	\$21,695.00

**CITY OF INDUSTRY
WELLS FARGO BANK
October 23, 2025**

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Check	Date	Payee Name		Check	Amount
CITY.WF.CHK - City General Wells Fargo					
86062	10/23/2025	AMAZON WEB SERVICES, INC			\$5,180.80
	Invoice	Date	Description	Amount	
	2327303985	10/01/2025	AWS SVC-SEP 2025	\$5,180.80	
86063	10/23/2025	ANDRUES/PODBERESKY, APLC			\$3,964.65
	Invoice	Date	Description	Amount	
	03866	10/02/2025	LEGAL SVC-SEP 2025	\$3,964.65	
86064	10/23/2025	ANNEALTA GROUP			\$124,284.00
	Invoice	Date	Description	Amount	
	497-3676	10/08/2025	GENERAL DEV SVC-SEP 2025	\$45,910.00	
	497-3678	10/08/2025	GENERAL PLANNING SVC-SEP 2025	\$66,029.00	
	497-3679	10/08/2025	16207, 16233 & 16253 GALE AVE	\$5,670.00	
	497-3680	10/08/2025	13131 CROSSROADS PKWY	\$1,439.00	
	497-3681	10/08/2025	16010 & 16020 PHOENIX	\$5,064.00	
	497-3682	10/08/2025	720 SEVENTH AVE	\$172.00	
86065	10/23/2025	BAVCO			\$3,995.93
	Invoice	Date	Description	Amount	
	357229	09/30/2025	BACKFLOW MATERIALS-CITY HALL	\$3,995.93	
86066	10/23/2025	BLAKE AIR CONDITIONING COMPANY			\$833.34
	Invoice	Date	Description	Amount	
	69431	10/09/2025	AC MAINT - IT ROOM AT CITY HALL	\$833.34	
86067	10/23/2025	BOWSER GEOSPATIAL, LLC			\$4,785.00
	Invoice	Date	Description	Amount	

**CITY OF INDUSTRY
WELLS FARGO BANK
October 23, 2025**

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1007	10/13/2025	MANAGE/MAINT OF CITY'S GIS DATABASE	\$4,785.00
86068	10/23/2025		CALIFORNIA CONSULTING, INC.	\$4,750.00
	Invoice	Date	Description	Amount
	7411	10/01/2025	GRANT WRITING AND MGMT SVC	\$4,750.00
86069	10/23/2025		CHEM PRO LLC	\$3,085.08
	Invoice	Date	Description	Amount
	IN205528	08/01/2025	WATER TREATMENT-VARIOUS SITES	\$1,028.36
	IN209749	09/01/2025	WATER TREATMENT-VARIOUS SITES	\$1,028.36
	IN214230	10/01/2025	WATER TREATMENT-VARIOUS SITES	\$1,028.36
86070	10/23/2025		CINTAS CORPORATION LOC 693	\$204.84
	Invoice	Date	Description	Amount
	4245651572	10/06/2025	DOOR MATS	\$81.37
	9340270411	09/30/2025	LEASE FOR AED MACHINE-HOMESTEAD	\$123.47
86071	10/23/2025		CIPRIANO CASTELLANO	\$400.00
	Invoice	Date	Description	Amount
	10/6/2025	10/06/2025	CPR/AED/FIRST AID TRAINING FOR STAFF	\$400.00
86072	10/23/2025		CITY OF INDUSTRY	\$133.75
	Invoice	Date	Description	Amount
	2026-00000015	09/30/2025	IH FUELS PUMP-CITY HALL VEHICLES	\$133.75
86073	10/23/2025		CITY OF INDUSTRY-PAYROLL ACCT	\$365,000.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
October 23, 2025**

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	PR P/E 9/26/25	10/07/2025	REPLENISH PAYROLL P/E 9/26/25	\$185,000.00
	PR P/E 10/10/25	10/15/2025	REPLENISH PAYROLL P/E 10/10/25	\$180,000.00
86074	10/23/2025		CNC ENGINEERING	\$186,745.00
	Invoice	Date	Description	Amount
	513510	10/09/2025	SOLAR INSTALLATION AT CITY HALL	\$5,825.00
	513511	10/09/2025	EL ENCANTO ROOF REFURB	\$427.50
	513512	10/09/2025	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	\$142.50
	513513	10/09/2025	KELLA AVE STORM DRAIN	\$2,515.00
	513514	10/09/2025	GALE AVE REALIGNMENT	\$11,612.50
	513515	10/09/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$1,322.50
	513516	10/09/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$11,196.25
	513517	10/09/2025	GENERAL ENG SVC-STREETLIGHT KNOCKDOWNS	\$2,150.00
	513518	10/09/2025	GENERAL ENG SVC 9/22-10/5/25	\$45,557.50
	513519	10/09/2025	GENERAL ENG SVC-STREET LIGHT IMPROVE AT PRO	\$150.00
	513520	10/09/2025	GENERAL ENG SVC-STREET INSPECTIONS	\$11,090.00
	513521	10/09/2025	GENERAL ENG SVC-BACKFLOW DEVICE MAINT	\$3,513.75
	513522	10/09/2025	GENERAL ENG SVC-FIELD OPERATIONS SERVICES	\$12,950.00
	513523	10/09/2025	GENERAL ENG SVC-STREET LIGHTS	\$1,553.75
	513524	10/09/2025	STREETLIGHT KNOCKDOWN-17355 ARENTH AVE	\$1,956.25
	513525	10/09/2025	GENERAL ENG SVC-19901 HARRISON AVE	\$1,422.50
	513526	10/09/2025	GENERAL ENG SVC-TRAFFIC	\$7,502.50
	513527	10/09/2025	GENERAL ENG SVC-COUNTER SERVICE	\$9,435.00
	513528	10/09/2025	GENERAL ENG SVC-PERMITS	\$17,810.00
	513529	10/09/2025	GENERAL ENG SVC-PLAN APPROVAL	\$3,402.50
	513530	10/09/2025	GENERAL ENG SVC-DEV PLANS AT 15010 DON JULIAN	\$585.00
	513531	10/09/2025	NPDES STORM WATER	\$3,171.25

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
513532	10/09/2025	SEWER MANAGEMENT SYSTEM	\$885.00
513533	10/09/2025	TONNER CYN PROPERTY	\$495.00
513534	10/09/2025	REPLACEMENT OF STEEL WATERLINE-BREA CREEK	\$737.50
513535	10/09/2025	COLIMA RD WIDENING	\$855.00
513536	10/09/2025	15660 MAYOR DAVE WAY (YAL BLDG)	\$145.00
513537	10/09/2025	CIVIC CENTER PLANNING AND IMPROVEMENTS	\$11,150.00
513538	10/09/2025	CITY ADMINISITRATIVE OFFICES	\$1,572.50
513539	10/09/2025	INDUSTRY BUSINESS COUNCIL CHAMBERS	\$700.00
513540	10/09/2025	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	\$11,530.00
513548	10/09/2025	EL ENCANTO IMPROVEMENTS AND MAINT	\$1,728.75
513549	10/09/2025	EL ENCANTO BOILER REPLACEMENT	\$1,655.00

86075	10/23/2025	CNC ENGINEERING		\$119,096.25
Invoice	Date	Description	Amount	
513541	10/09/2025	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	\$737.50	
513542	10/09/2025	ELECTRIC VEHICLE CHARGING STATIONS-CITY HALL	\$150.00	
513543	10/09/2025	HOMESTEAD MUSEUM IMPROVEMENTS	\$1,182.50	
513544	10/09/2025	HOMESTEAD MUSEUM UPGRADES	\$1,057.50	
513545	10/09/2025	VALLEY BLVD CORRIDOR CO-OP PROJECT WITH LA C	\$1,785.00	
513546	10/09/2025	SIGNING & STRIPING IMPROVEMENTS	\$761.25	
513547	10/09/2025	METROLINK-MAINT OF PARKING LOT	\$2,952.50	
513550	10/09/2025	SAN JOSE AVE RECONSTRUCTION	\$3,716.25	
513551	10/09/2025	INDUSTRY HILLS FUEL TANKS DISPENSING	\$435.00	
513552	10/09/2025	605 FWY AND VALLEY BLVD INTERCHANGE	\$1,395.00	
513553	10/09/2025	HIGHWAY BRIDGE PROGRAM FUNDING	\$370.00	
513554	10/09/2025	SEISMIC RETROFIT ANAHEIM-PUENTE OVER SAN JOS	\$2,405.00	
513555	10/09/2025	FISCAL YEAR BUDGET	\$3,097.50	

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
513556	10/09/2025	BIXBY DR PCC PAVEMENT	\$1,665.00	
513557	10/09/2025	FOLLOW'S CAMP PROJECT	\$1,452.50	
513558	10/09/2025	VARIOUS ASSIGNMENTS RELATED TO SA	\$125.00	
513559	10/09/2025	NELSON AVE INTERSECTION	\$3,925.00	
513560	10/09/2025	MAINT OF 1123 HATCHER AVE	\$200.00	
513561	10/09/2025	15559-15650 RAUSCH RD (POST OFFICE)	\$227.50	
513562	10/09/2025	CARTEGRAPH MGMT	\$22,772.50	
513563	10/09/2025	GRAND AVE SLOPE RECONSTRUCTION-FERRERO TO	\$4,015.00	
513564	10/09/2025	ADA COMPLIANCE ON PUBLIC RIGHT OF WAY	\$5,727.50	
513565	10/09/2025	MOUNTAIN BIKING TRAIL AT INDUSTRY HILLS	\$915.00	
513566	10/09/2025	CIVIC CENTER DECORATIVE LIGHTING	\$630.00	
513567	10/09/2025	2022-2023 ANNUAL PAVEMENT REHABILITATION	\$9,841.25	
513568	10/09/2025	RAILROAD STREET PAVEMENT REHABILITATION	\$4,830.00	
513569	10/09/2025	2024-2025 ANNUAL PAVEMENT REHABILITATION	\$31,411.25	
513570	10/09/2025	2024-2025 ANNUAL SLURRY SEAL	\$2,945.00	
513571	10/09/2025	NINTH AVENUE SEWER LINE IMPROVEMENTS	\$3,770.00	
513572	10/09/2025	PAVEMENT MANGEMENT PLAN 2022	\$460.00	
513573	10/09/2025	SR57/60 CONFLUENCE IMPROVEMENT	\$953.75	
513574	10/09/2025	GRAND AVE BRIDGE WIDENING AT SAN JOSE CREEK	\$885.00	
513575	10/09/2025	ALAMEDA CORRIDOR EAST-GRADE SEPARATION STU	\$2,300.00	
86076	10/23/2025	CONSILIO, LLC		\$1,762.09
	Invoice	Date	Description	Amount
	INV579569108	09/30/2025	DOCUMENT MGMT-SEP 2025	\$1,762.09
86077	10/23/2025	CORELOGIC INFORMATION SOLUTION		\$212.18
	Invoice	Date	Description	Amount

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
30807687	09/30/2025	PROPERTY DATA-SEP 2025		\$212.18
86078	10/23/2025	CUMMINS SALES AND SERVICE		\$1,227.83
Invoice	Date	Description	Amount	
X9-250931538	09/19/2025	INVESTIGATE BOILER-EL ENCANTO	\$1,227.83	
86079	10/23/2025	D M V RENEWAL		\$180.00
Invoice	Date	Description	Amount	
7PKU703-25	10/09/2025	REGISTRATION RENEWAL-LIC 7PKU703	\$180.00	
86080	10/23/2025	DAPEER, ROSENBLIT, AND LITVAK, LL		\$1,384.50
Invoice	Date	Description	Amount	
25006	09/30/2025	GENERAL CODE ENFORCEMENT-SEPT 2025	\$1,384.50	
86081	10/23/2025	DELL MARKETING LP		\$4,101.97
Invoice	Date	Description	Amount	
10839376797	10/02/2025	(3) NEW COMPACT PCS	\$4,101.97	
86082	10/23/2025	DUTHIE POWER SERVICES		\$540.00
Invoice	Date	Description	Amount	
A146973	09/29/2025	MONTHLY MAINT-GENERATOR @ CITY HALL	\$540.00	
86083	10/23/2025	ELECTRA-MEDIA, INC		\$1,975.00
Invoice	Date	Description	Amount	
18455	10/06/2025	MAINT OF PUENTE HILLS AUTO DISPLAY-NOV 2025	\$1,500.00	
18456	10/06/2025	PROGRAM PUENTE HILLS AUTO DISPLAY-NOV 2025	\$475.00	

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
86084	10/23/2025	ENTERPRISE MAPS LLC		\$13,385.00
	Invoice	Date	Description	Amount
	344	10/06/2025	AMAZON WEB SERVICES	\$4,787.50
	341	09/28/2025	AMAZON WEB SERVICES	\$8,597.50
86085	10/23/2025	ESPY'S ELECTRICAL SERVICES INC.		\$5,500.00
	Invoice	Date	Description	Amount
	1733	10/02/2025	INSTALL CIRCUIT-POST OFFICE	\$3,000.00
	1730	10/02/2025	INSTALL RECEPTACLE TO GUARD SHACK-HOMESTEA	\$2,500.00
86086	10/23/2025	FEDERAL EXPRESS CORP.		\$80.46
	Invoice	Date	Description	Amount
	9-015-84877	10/03/2025	MESSENGER SVC	\$40.23
	9-023-54998	10/10/2025	MESSENGER SVC	\$40.23
86087	10/23/2025	FIRST AMERICAN DATA TREE, LLC		\$200.00
	Invoice	Date	Description	Amount
	20088320925	09/30/2025	PROPERTY DATA-SEP 2025	\$200.00
86088	10/23/2025	FRAZER, LLP		\$53,423.00
	Invoice	Date	Description	Amount
	195593	09/30/2025	COI-PROF SVC FOR SEP 2025	\$51,103.00
	195606	09/30/2025	SA-PROF SVC FOR SEP 2025	\$2,320.00
86089	10/23/2025	FUEL PROS, INC.		\$884.63
	Invoice	Date	Description	Amount
	79417	09/15/2025	INDUSTRY HILLS FUEL STN MAINT	\$634.63

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	79530	09/25/2025	INDUSTRY HILLS FUEL STN MAINT	\$250.00
86090	10/23/2025		GMS ELEVATOR SERVICES, INC	\$156.00
	Invoice	Date	Description	Amount
	126993	10/01/2025	ELEVATOR MAINT-CITY HALL (OCT 2025)	\$156.00
86091	10/23/2025		GRAND CENTRAL RECYCLING & TRAI	\$849.20
	Invoice	Date	Description	Amount
	2915205	09/01/2025	SOLID WASTE-CITY HALL	\$849.20
86092	10/23/2025		HISTORICAL RESOURCES, INC.	\$56,069.69
	Invoice	Date	Description	Amount
	COI2026-3.3	10/09/2025	REIMBURSE FOR MUSEUM ARTIFACT PURCHASE	\$563.12
	COI2026-03	10/09/2025	ADMIN & MGMT SVC-HOMESTEAD	\$55,130.50
	COI2026-02.3	10/09/2025	EXPENSE REIMBURSEMENT-SEP 2025	\$376.07
86093	10/23/2025		INDUSTRY BUSINESS COUNCIL	\$5,700.00
	Invoice	Date	Description	Amount
	6454	09/30/2025	IBC RETREAT DUES 2025	\$5,700.00
86094	10/23/2025		INDUSTRY SECURITY SERVICES	\$69,397.24
	Invoice	Date	Description	Amount
	SG-COI#2-2059	10/03/2025	SECURITY SVC-VARIOUS CITY SITES	\$23,600.30
	SG-COI#2-2060	10/10/2025	SECURITY SVC-VARIOUS CITY SITES	\$23,600.30
	SG-COI#1-2059	10/10/2025	SECURITY SVC 10/3-10/9/25	\$11,098.32
	SG-COI#1-2058-A	10/03/2025	SECURITY SVC 9/26-10/2/25	\$11,098.32

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Check	Date	Payee Name			Check Amount
CITY.WF.CHK - City General Wells Fargo					
86095	10/23/2025	KLEINFELDER, INC.			\$17,058.25
	Invoice	Date	Description	Amount	
	001553152	09/26/2025	NELSON AVE INTERSECTION IMPROVEMENT - PUENT	\$14,945.50	
	001554432	10/07/2025	NELSON AVE INTERSECTION IMPROVEMENTS - PUEN	\$2,112.75	
86096	10/23/2025	L A COUNTY SHERIFF'S DEPARTMENT			\$1,254,699.12
	Invoice	Date	Description	Amount	
	260592TZ	09/26/2025	SPECIAL EVENT-DIRECTED PATROL (AUG 2025)	\$67,116.76	
	260495TZ	10/07/2025	SHERIFF CONTRACT-SEP 2025	\$1,187,582.36	
86097	10/23/2025	L A COUNTY TAX COLLECTOR			\$58,808.45
	Invoice	Date	Description	Amount	
	8636 004 270 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$85.05	
	8636 004 271 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$85.05	
	8636 004 272 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$206.68	
	8636 004 273 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$206.68	
	8636 004 274 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$434.68	
	8636 004 275 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$586.69	
	8636 004 276 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$510.68	
	8636 005 270 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$85.05	
	8636 005 271 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$85.05	
	8636 006 270 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$814.65	
	8678 005 270 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$13,223.97	
	8678 005 271 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$7,990.60	
	8678 006 270 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$6,903.74	
	8678 006 271 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$893.69	
	8678 006 272 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$814.65	

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
8678 006 273 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$14,884.72
8678 006 274 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$1,118.65
8678 006 275 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$814.65
8678 006 276 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$100.25
8678 006 277 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$85.05
8678 006 278 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$1,300.99
8678 007 270 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$586.69
8678 007 271 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$3,075.04
8678 007 272 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$814.65
8678 008 270 25	10/01/2025	PROP TAX FY 25/26-FOLLOW'S CAMP	\$3,100.85
86098	10/23/2025	LIEBERT CASSIDY WHITMORE	\$252.00
Invoice	Date	Description	Amount
301254	07/31/2025	LEGAL SVC FOR HR-JUN 2025	\$252.00
86099	10/23/2025	LOCKS PLUS, INC.	\$680.75
Invoice	Date	Description	Amount
36255	10/03/2025	REPLACE KEY TO JANITOR CLOSET-CITY HALL	\$665.38
25659	10/09/2025	COPY KEYS - TREASURT AT CITY HALL	\$15.37
86100	10/23/2025	MORTISE & TENON BUILDING CORP	\$15,001.48
Invoice	Date	Description	Amount
402	09/18/2025	GUARD SHACK IMPROVEMENTS-HOMESTEAD	\$2,388.75
372	08/09/2025	CLEAN AND STORE BANNERS	\$1,831.16
366	08/05/2025	VARIOUS HANDYHMAN REPAIRS-CITY HALL	\$4,603.50
400	09/18/2025	CLEAN/PREPARE STORAGE ROOM - HOMESTEAD	\$6,178.07

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
86101	10/23/2025			PARS	\$300.00
	Invoice	Date	Description	Amount	
	58974	10/10/2025	ARS FEES-AUG 2025	\$300.00	
86102	10/23/2025			PLACEWORKS	\$5,483.75
	Invoice	Date	Description	Amount	
	IND22.15-10	09/30/2025	CEQA FOR 17871 CASTLETON ST	\$4,520.00	
	IND-22.16-11	09/30/2025	CEQA FOR 1600 AZUSA AVE	\$963.75	
86103	10/23/2025			POST ALARM SYSTEMS	\$363.87
	Invoice	Date	Description	Amount	
	1856398	10/03/2025	MONITORING SVC-HOMESTEAD	\$363.87	
86104	10/23/2025			PRICE, POSTEL & PARMA, LLP	\$23,342.65
	Invoice	Date	Description	Amount	
	225298	09/08/2025	LEGAL SVC-AUG 2025	\$23,342.65	
86105	10/23/2025			PRINCE GLOBAL SOLUTIONS, LLC	\$6,255.00
	Invoice	Date	Description	Amount	
	79-SEPTEMBER	10/08/2025	FEDERAL ADVOCACY-SEP 2025	\$6,255.00	
86106	10/23/2025			PUENTE BASIN WATERMASTER	\$3,527.10
	Invoice	Date	Description	Amount	
	25-1	09/29/2025	COI-OPERATING BUDGET FOR FY 25/26	\$1,763.55	
	25-2	09/29/2025	SA-OPERATING BUDGET FOR FY 25/26	\$1,763.55	
86107	10/23/2025			PUENTE HILLS FORD	\$263.23

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	339003	09/26/2025	VEHICLE MAINT-LIC 1580081 (2020 BLACK FORD EXPLC	\$263.23
86108	10/23/2025		RICOH USA, INC.	\$4,201.79
	Invoice	Date	Description	Amount
	592436022	10/15/2025	COPIER LEASE 10/15-11/14/25	\$3,881.11
	592497282	10/07/2025	COPIER LEASE-HOMESTEAD	\$320.68
86109	10/23/2025		RICOH USA, INC.	\$969.86
	Invoice	Date	Description	Amount
	5072107167	10/01/2025	METER READING 7/1/25-9/30/25	\$969.86
86110	10/23/2025		ROBINSON'S FLOWERS	\$319.73
	Invoice	Date	Description	Amount
	3876	10/02/2025	FLOWERS AND DELIVERY	\$319.73
86111	10/23/2025		ROGERS, ANDERSON, MALODY & SCC	\$25,500.00
	Invoice	Date	Description	Amount
	78765	09/30/2025	COI-AUDIT SERVICES FY 24/25	\$20,000.00
	78768	09/30/2025	SA-AUDIT SERVICES FY 24/25	\$3,000.00
	78767	09/30/2025	PFA-AUDIT SERVICES FY 24/25	\$2,500.00
86112	10/23/2025		SAGE ENVIRONMENTAL GROUP	\$15,000.00
	Invoice	Date	Description	Amount
	2571	10/02/2025	GOAT FUEL REDUCTION-CITY	\$15,000.00
86113	10/23/2025		SAN GABRIEL VALLEY NEWSPAPER C	\$609.38

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	0011757351	09/26/2025	ACCT #5007735-NOTICE OF PUBLIC HEARING-JN 9430	\$609.38
86114	10/23/2025		SC FUELS	\$31,567.52
	Invoice	Date	Description	Amount
	IN-0000786669	10/13/2025	DIESEL FUEL-IND HILLS PUMPS	\$31,567.52
86115	10/23/2025		SCS FIELD SERVICES	\$16,076.00
	Invoice	Date	Description	Amount
	0553079	09/30/2025	INDUSTRY HILLS-LANDFILL GAS SYSTEM	\$16,076.00
86116	10/23/2025		SO CAL INDUSTRIES	\$286.43
	Invoice	Date	Description	Amount
	757682	08/04/2025	FENCE RENTAL-IND HILLS	\$90.54
	767370	10/08/2025	WC ACCESS RENTAL-TONNER CYN/57 FWY	\$195.89
86117	10/23/2025		SPECTRUM	\$938.99
	Invoice	Date	Description	Amount
	188632001100725	10/07/2025	BUSINESS INTERNET-OCT 2025	\$938.99
86118	10/23/2025		STATE COMPENSATION INSURANCE F	\$1,566.88
	Invoice	Date	Description	Amount
	1003042393	10/01/2025	WORKERS COMP PREMIUM FOR OCTOBER 2025	\$1,566.88
86119	10/23/2025		STILLWATER SCIENCES	\$18,652.25
	Invoice	Date	Description	Amount
	09180033	10/09/2025	FOLLOW'S CAMP PROJECT	\$18,652.25

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
86120	10/23/2025	SUPERIOR COURT OF CA-LA COUNTY		\$3,531.50
	Invoice	Date	Description	Amount
	SEPTEMBER 2025	10/07/2025	PARKING CITATIONS REPORT-SEPTEMBER 2025	\$3,531.50
86121	10/23/2025	THE TECHNOLOGY DEPOT		\$790.00
	Invoice	Date	Description	Amount
	29379	10/01/2025	CLOUD CONNECT UNAAS-NOV 2025	\$790.00
86122	10/23/2025	TURBO DATA SYSTEMS, INC		\$380.28
	Invoice	Date	Description	Amount
	46804	09/30/2025	CITATION PROCESSING AUG/SEP 2025	\$380.28
86123	10/23/2025	VALLEY VISTA SERVICES, INC		\$17,925.31
	Invoice	Date	Description	Amount
	2804585	09/30/2025	DISP SVC-15660 MAYOR DAVE WAY (YAL)	\$165.76
	2804583	09/16/2025	DISP SVC-1123 HATCHER AVE	\$3,104.85
	2804398	09/30/2025	DISP SVC-CITY HALL	\$595.78
	2804584	09/30/2025	DISP SVC-TONNER CYN (MAINT YD)	\$457.62
	2897612	10/01/2025	DISP SVC-CITY RESIDENTS	\$6,082.41
	2898563	10/01/2025	DISP SVC-TONNER CYN (CAMP COURAGE)	\$480.23
	2897795	10/01/2025	DISP SVC-205 N HUDSON AVE	\$275.79
	2898565	10/01/2025	DISP SVC-1123 HATCHER AVE	\$326.07
	2897941	10/01/2025	DISP SVC-CITY BUS STOPS	\$4,796.49
	2913144	10/01/2025	DISP SVC-FOLLOW'S CAMP	\$1,640.31
86124	10/23/2025	WALNUT VALLEY WATER DISTRICT		\$34,573.02

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Check	Date	Payee Name	Check Amount
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CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
8269-036-270-25	10/07/2025	PROP TAX FY 25/26-VARIOUS CITY SITES	\$4,298.52
8719-007-937-25	10/07/2025	PROP TAX FY 25/26-VARIOUS CITY SITES	\$30,274.50

Checks	Status	Count	Transaction Amount
	Total	90	\$2,762,439.37

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Director of Public Works
James Cramsie, Sr. Director of Engineering
Arlene Lopez, Sr. Project Manager

DATE: October 22, 2025

SUBJECT: Consideration of authorization to advertise for public bids for Contract No. CITY-1501, Kella Avenue and Rooks Road Storm Drain and Pavement Rehabilitation, for an estimated cost of \$1,148,000.00

Background:

Kella Avenue is located on the far west end of the City and is the sole access to a residential neighborhood that is located in unincorporated Los Angeles County. There has been a history of minor street flooding and standing water along Kella Avenue during rain events, which has caused deterioration of the pavement and has the potential to impact access to the residential neighborhood. Plans and specifications have been prepared for the street rehabilitation of Kella Avenue and Rooks Road and for construction of a storm drain in Kella Avenue. This project will be implemented as Agreement No. CITY-1501, subject to the approval of the City Council.

Discussion:

The pavement on Kella Avenue from Rooks Road to the northerly City limit and on Rooks Road from Kella Avenue to Peck Road is severely distressed and in need of rehabilitation. Additionally, insufficient slope along the curb and gutter on Kella Avenue results in standing water on the street surface during rainstorms. A geotechnical firm was brought in to study the pavement and underlying soil conditions on both street segments. Based on the findings and conclusions of the geotechnical investigations, it is recommended to replace the existing asphalt concrete pavement on both streets. Furthermore, analysis of the existing slopes on Kella Avenue shows the most cost effective solution to alleviate the current drainage deficiency on the roadway is to remove and reconstruct the existing easterly curb and gutter along the entire length of Kella Avenue within the City. In addition, a catch basin will be constructed at the low point along the westerly curb and gutter near the City limit and carry the captured flow in a new

24-inch RCP to the existing storm drain in Rooks Road.

This project was previously authorized by the City Council to advertise for public bids on February 6, 2023, however, there were subsequent delays in the project due to the relocation of existing utilities in advance of the project. Additionally, this work requires a Caltrans encroachment permit for traffic control purposes and that lengthy process is now complete. Furthermore, additional coordination has been initiated with LA County for the coordination of adjacent projects along Peck Rd. The estimated cost for this project is \$1,148,000.00.

Fiscal Impact:

The estimated cost for this project is \$1,148,000.00.

Recommendation:

It is hereby recommended that the City Council approve the plans and specifications and authorize the solicitation of public bids.

Exhibits:

1. Notice Inviting Bids
2. Engineers Estimate
3. Section A Pages A-1 through A-8
4. Reduced Set of Project Plans

FOR PUBLICATION**NOTICE INVITING BIDS FOR:****CITY OF INDUSTRY
PROJECT NO. 501****Kella Avenue and Rooks Road Storm Drain and Pavement Rehabilitation**

CONTRACT NO. CITY-1501

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **10:00 A.M. on Tuesday, December 9, 2025**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <https://www.planetbids.com/portal/portal.cfm?CompanyID=29042>.

Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Free digital versions of the plans and specifications are available on the vendor portal. Hard copies are no longer available for purchase.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A - General Engineering** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **CITY** reserves the right to award the contract to the contractor with another license class if the **CITY** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. ***Please note: It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.*** Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the CITY.

The Scope of Work is as follows: Asphalt concrete and Portland Cement removal, construction, and repair. Concrete sidewalk removal and reconstruction, trenching, storm drain and catch basin construction, traffic control, and signing and striping.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **Wednesday, November 26, 2025 at 5:00 p.m.**

**CITY OF INDUSTRY
PROJECT NO. 501**

Kella Avenue and Rooks Road Storm Drain and Pavement Rehabilitation

CONTRACT NO. CITY-1501

Each bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, made payable to the **CITY OF INDUSTRY**.

The contractor may, at his own expense, substitute securities for monies to be withheld to ensure performance under the contract.

By the order of the **CITY OF INDUSTRY** dated **October 23, 2025**

Julie Gutierrez-Robles, City Clerk

ESTIMATE FOR:

CITY OF INDUSTRY

PROJECT NO. 501

Kella Avenue and Rooks Road Storm Drain and Pavement Rehabilitation

CONTRACT NO. CITY-1501

ENGINEER'S ESTIMATE
\$1,148,000.00

SECTION A

**CITY OF INDUSTRY
PROJECT NO. 501**Kella Avenue and Rooks Road Storm Drain and Pavement Rehabilitation

CONTRACT NO. CITY-1501

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Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Free digital versions of the plans and specifications are available on the vendor portal. Hard copies are no longer available for purchase.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A - General Engineering** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **CITY** reserves the right to award the contract to the contractor with another license class if the **CITY** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. ***Please note: It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.*** Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the CITY.

The Scope of Work is as follows: Asphalt concrete and Portland Cement removal, construction, and repair. Concrete sidewalk removal and reconstruction, trenching, storm drain and catch basin construction, traffic control, and signing and striping.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **Wednesday, November 26, 2025 at 5:00 p.m.**

The bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **CITY OF INDUSTRY**. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the CITY. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited. If the bid guarantee is a Cashier's Check it must be delivered to City Hall prior to the bid opening date and time. The Cashier's Check shall be sealed in an envelope, endorsed as follows: CITY-1501 - Kella Avenue and Rooks Road Storm Drain and Pavement Rehabilitation, City of Industry City Hall, 15625 Mayor Dave Way, City of Industry, California 91744. If a bid bond is chosen, a scanned PDF will be accepted through PlanetBids™, however, the three apparent low bidders will be contacted to submit the original bid bond and signed bid package to the CITY and will be given a deadline to submit.

The CITY may, upon refusal or failure of a successful responsible bidder to accept the contract, award it to the next lowest bidder. If the CITY awards the contract to the second lowest bidder, the amount of the lowest bidder's bid guarantee shall be applied by the CITY to the difference between the low bid and the second lowest bid; the surplus, if any, shall be returned to the lowest bidder if cash is used, or to the surety company if a bond is used.

The successful bidder will be required to furnish a labor and materials bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price. A maintenance bond equal to ten percent (10%) of the total bid price amount is to remain in force for one (1) year after the date of completion of work, shall be submitted prior to execution of contract. The above bonds shall be secured by a surety company satisfactory to the CITY, and licensed as a Surety Insurer in the State of California and rated at least B+:V in the latest "Best's Insurance Guide." The attached bond forms shall be used without exception.

CONTRACTOR

INSURANCE

Prior to the beginning of and throughout the duration of the Project, Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to the CITY.

Contractor shall provide the following types and amounts of insurance:

Without limiting Contractor's indemnification of CITY, and prior to commencement of the Project, Contractor 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. Contractor 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 \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$5,000,000 completed operations aggregate. 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. Contractor 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 Contractor 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 combined single limit for each accident.

Umbrella or Excess CGL Insurance. If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability ("CGL") policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Completed Operations Coverage. Products/completed operations coverage shall extend a minimum of ten years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Other provisions or requirements:

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

Duration of Coverage. Contractor 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 work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/Noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the 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 the 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 requirements or is canceled and not replaced, the CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the CITY will be promptly reimbursed by Contractor or the CITY will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the 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 or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor 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). Contractor acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of Cancellation. Contractor 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, agents, and volunteers shall be

additional insureds under such policies. This provision shall also apply to any excess/umbrella 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 Contractor'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. Contractor 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 Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor 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 Requirements. 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 Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the CITY and Contractor may renegotiate Contractor's compensation.

Self-insured Retentions. Any self-insured retentions must be declared to and approved by CITY. 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. Contractor shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. Contractor 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.

EXPERIENCE AND SAFETY

The successful bidder may be required to submit a statement attesting to its financial responsibility, technical ability, experience, and safety record.

PREVAILING WAGES

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 ", for Los Angeles County. Wage rates shall conform to those on file at City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - (i) Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
 - (ii) Section 1777.4, Apprenticeship Requirements.
 - (iii) Section 1777.5, Apprenticeship Requirements.
 - (iv) Section 1813, Penalty for Failure to Pay Overtime.
 - (v) Section 1810 and 1811, Working Hour Restrictions.
 - (vi) Section 1775, Payroll Records.
 - (vii) Section 1773.8, Travel and Subsistence Pay.

CONTRACTOR REGISTRATION PROGRAM

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. ***Please note: It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.*** Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the CITY.

LABOR COMPLIANCE MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

AGREEMENT

When the award of a contract is made to a corporation, the Agreement must be signed by the Secretary/Treasurer of the corporation in addition to the signature of the President/Vice President, or the public agency needs to receive a copy of a resolution adopted by the Board of Directors of the corporation indicating that the party executing the contract has the authority to bind the corporation.

SURETY BONDS

All surety bonds issued in connection with projects for public works must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The power of attorney and the bonds must be executed by the same person, and such signatures shall be notarized.

By the order of the **CITY OF INDUSTRY** dated **October 23, 2025**

Julie Gutierrez-Robles, City Clerk

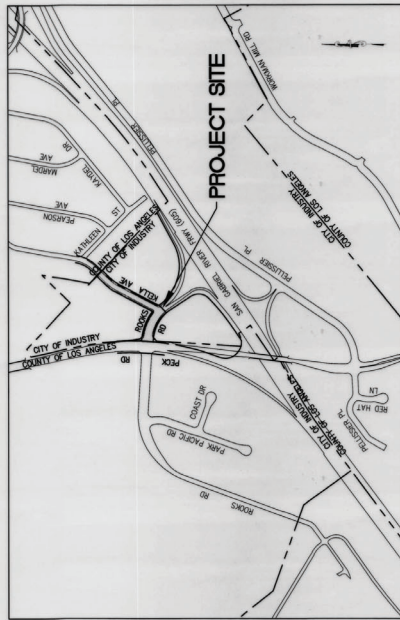
CITY OF INDUSTRY

IMPROVEMENT PROJECT NO. 501

KELLA AVENUE AND ROOKS ROAD

STORM DRAIN AND PAVEMENT REHABILITATION PLANS

CONTRACT NO. CITY-1501



VICINITY MAP
1" = 500'

INDEX OF DRAWINGS

CONTRACT DRAWING NO.	SHEET NO.	DESCRIPTION
1 OF 17	1 OF 1	PROJECT TITLE SHEET, INDEX OF DRAWINGS, VICINITY MAP
DRAWING PACKAGE 1 - STREET AND STORM DRAIN IMPROVEMENTS		
2 OF 17	1 OF 8	TITLE SHEET, INDEX OF DRAWINGS & VICINITY MAP FOR STREET & STORM DRAIN IMPROVEMENT PLANS
3 OF 17	2 OF 8	TYPICAL SECTIONS AND DETAILS
4-6 OF 17	3-5 OF 8	STREET PLANS PLANS AND PROFILES ROOKS ROAD & KELLA AVENUE
7 OF 17	6 OF 8	STREET PLAN INTERSECTION GRID DIAGRAM ROOKS ROAD & KELLA AVENUE
8 OF 17	7 OF 8	STORM DRAIN PLAN & PROFILE KELLA AVENUE
9 OF 17	8 OF 8	SIGNING AND STRIPING PLAN ROOKS ROAD & KELLA AVENUE
DRAWING PACKAGE 2 - CALTRANS PERMIT TRAFFIC CONTROL PLANS		
10 OF 17	1 OF 8	TITLE SHEET CALTRANS PERMITTED TRAFFIC CONTROL PLANS
11-17 OF 17	2-8 OF 8	TRAFFIC CONTROL PLANS (PHASE 1 - PHASE 7)

CITY OF INDUSTRY

APPROVED BY: *[Signature]* DATE: 10/1/25
 CHECKED BY: *[Signature]* DATE: 10/1/25
 DRAWN BY: *[Signature]* DATE: 10/1/25

KELLA AVENUE AND ROOKS ROAD

CONTRACT TITLE SHEET

DESIGNED BY: *[Signature]* DATE: 10/1/25
 CHECKED BY: *[Signature]* DATE: 10/1/25
 DRAWN BY: *[Signature]* DATE: 10/1/25

SHEET 1 OF 1

CONTRACT NO. CITY-1501

CONTRACT DRAWING 1 OF 17

CITY OF INDUSTRY

INCORPORATED JUNE 18, 1957
 P.O. Box 3988, City of Industry, California 91744
 Administrative (626) 333-2211



NO.	DATE	REVISIONS

PROPOSED BY: *[Signature]* DATE: 10/1/25
 CHECKED BY: *[Signature]* DATE: 10/1/25
 DRAWN BY: *[Signature]* DATE: 10/1/25

BENCHMARK
 81 M. 29738 COUNTY OF L.A.
 ELEV. 256.088 UNAD. 291
 METERS 0040 1990 BM - 808M TAC 271
 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00
 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00

GENERAL NOTES

1. THESE SPECIFICATIONS AND ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2004 EDITION, AS AMENDED BY THE LATEST EDITIONS OF THE SUPPLEMENTARY SPECIFICATIONS, LOCATED AT 400 PARK CENTER DRIVE, SUITE E, WEST, CA 92091 AND APPROPRIATE STANDARD DRAWINGS.
2. PRIOR TO BEGINNING OF ANY WORK, OBTAIN A PERMIT FROM THE CITY OF INDUSTRY, 19425 MAJOR DAVE WAY, CITY OF INDUSTRY, CA 91744, (626) 441-1111.
3. ANY WORK COVERED BY THIS PLAN SHALL BE SUPERSEDED BY THE CITY ENGINEER'S COMMENTS AND ANY CHANGES TO THIS PLAN SHALL BE MADE IN ACCORDANCE WITH THE CITY ENGINEER'S COMMENTS.
4. STREET IMPROVEMENT CONSTRUCTION SHALL BE DONE ACCORDING TO THE STANDARD PLANS, LATEST EDITION, ONE CITY OF INDUSTRY, 19425 MAJOR DAVE WAY, CITY OF INDUSTRY, CA 91744.
5. WORK IN EXISTING STREETS SHALL BE COMPLETED AS SOON AS POSSIBLE TO MINIMIZE INTERFERENCE TO ADJACENT PROPERTY OWNERS AND THE TRAVELING PUBLIC. MINIMIZE DISRUPTION TO TRAFFIC BY CONFINING WORK TO A MINIMUM OF CITY ORDNANCE.
6. THE CONTRACTOR SHALL NOTIFY THE LOS ANGELES COUNTY FIRE DEPARTMENT (626) 963-2417 AND THE LOS ANGELES SHERIFF DEPARTMENT (626) 330-3322 OF ANY CITY OF INDUSTRY SUBSTATION AT LEAST 48 HOURS PRIOR TO START OF WORK.
7. ALL UTILITY TRENCHES IN PUBLIC STREETS OR FUTURE PUBLIC STREETS SHALL BE BACKFILLED WITH A CLEAN GRANULAR MATERIAL HAVING A MINIMUM SAND CONTENT OF 90 PERCENT, UP TO 6" BELOW FINAL GRADE AND AT LEAST 60% AT UPPER 6" OF FINAL GRADE.
8. THE OPTION OF USING SLAG OR CRUSHED MISC. BASE (CMB) IN LIEU OF CRUSHED AGGREGATE BASE FOR ANY STREET IMPROVEMENT IS NOT ALLOWED.
9. EXISTING CONCRETE IMPROVEMENTS AND ASPHALT CONCRETE PAVEMENT SHALL BE PATCHED TO MATCH THE SURROUNDING PAVEMENT. PATCHES SHALL BE 12" WIDE, 12" DEEP, TO A TRUE LINE WHERE NEW CONCRETE OR ASPHALT IS TO BE PLACED.
10. ALL MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE IN ACCORDANCE WITH SECTION 403 OF THE STANDARD SPECIFICATIONS. CONTRACTOR SHALL NOTIFY COUNTY SANITATION DISTRICT OF LOS ANGELES COUNTY (CSD) 626-408-4080 EXT. 8800 A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK IN ANY AREA OF THEIR JURISDICTION. CONTRACTOR SHALL ADVISE THE CSD OF ANY CHANGES TO THE LOCATION OF MANHOLES IN ACCORDANCE WITH THEIR PROCEDURES, LATEST EDITION.
11. THE CONTRACTOR SHALL PROTECT AND RESTORE EXISTING UTILITIES AND IMPROVEMENTS AS PER SECTION 402, 403-1 AND 402-2 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES OF EXISTING UTILITY COMPANIES AND SHALL BE RESPONSIBLE FOR PROTECTING THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF ANY UTILITIES DAMAGED BY OPERATIONS IN CONNECTION WITH THE PROSECUTION OF THE WORK.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF INDUSTRY, 19425 MAJOR DAVE WAY, CITY OF INDUSTRY, CA 91744, (626) 441-1111.
13. 48-HOURS NOTICE TO ANY STREET WORK, THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT AT 1 (800) 422-4133 AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
14. THE FOLLOWING IS A LIST OF THE UTILITY COMPANIES AND THE PERSONS TO CONTACT REGARDING THE RESPECTIVE UTILITIES WITHIN THE LIMITS OF THIS PROJECT:
 MR. PHILIP OLIVAS (626) 331-0155
 MR. ERIC ROMERO (213) 231-0466
 MR. KALVIN PHU (626) 774-2784
 MR. DANIEL PETERSON (626) 655-5227
 MR. LOUIS GARDON (626) 845-3526
 MR. VANCE RACHAL (626) 458-5980
 MR. FREDERICK WONG (626) 458-3956
 MR. RAFAEL MONCIE (626) 823-4349
15. ANY CONTRACTOR OR SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR THE LOCATION OF ANY EXISTING UTILITIES AND STRUCTURES OR ADJACENT FROM THEIR OPERATIONS, WHETHER OR NOT SUCH UTILITIES ARE SHOWN ON THESE PLANS.

NOTICE TO CONTRACTOR

NOTICE TO CONTRACTOR: THE CITY ENGINEER HAS REVIEWED THE CONSTRUCTION PLANS AND SPECIFICATIONS AND HAS DETERMINED THAT THE PLANS AND SPECIFICATIONS ARE IN ACCORDANCE WITH THE CITY OF INDUSTRY, 19425 MAJOR DAVE WAY, CITY OF INDUSTRY, CA 91744, (626) 441-1111. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF INDUSTRY, 19425 MAJOR DAVE WAY, CITY OF INDUSTRY, CA 91744, (626) 441-1111.

BENCHMARK

B.M. 32718 (COUNTY OF L.A.)
 ELEV. 236.089 UNADJ. 291.
 WATER CLOUD 1990 BM - REAR 1/4 SEC 27
 1/4 SEC 28, T10N, R10E, S44E, C1A, PECK RD & 29TH N
 C.A. RECORDS 80

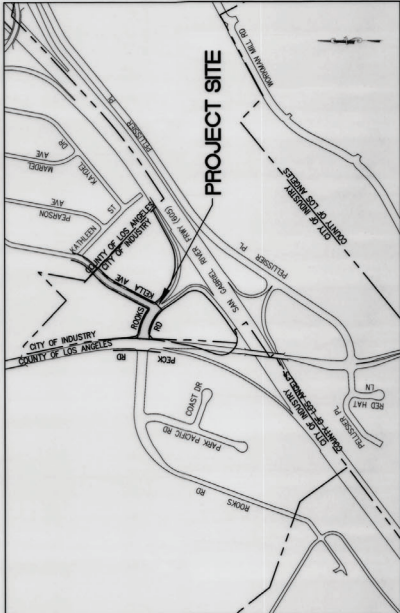
CITY OF INDUSTRY

IMPROVEMENT PROJECT NO. 501

KELLA AVENUE AND ROOKS ROAD

STORM DRAIN AND PAVEMENT REHABILITATION PLANS

CONTRACT NO. CITY-1501



VICINITY MAP

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1 OF 8	TITLE SHEET, INDEX OF DRAWINGS & VICINITY MAP
2 OF 8	TYPICAL SECTIONS AND DETAILS
3 OF 8	STREET PLAN & PROFILE: KELLA AVENUE STA 10+00 TO STA 13+59.37
4 OF 8	STREET PLAN & PROFILE: KELLA AVENUE STA 13+59.37 TO STA 63+00
5 OF 8	STREET PLAN & PROFILE: KELLA AVENUE STA 63+00 TO STA 64+99.87
6 OF 8	STREET PLAN INTERSECTION GRID DIAGRAM: ROOKS ROAD & KELLA AVENUE
7 OF 8	STORM DRAIN PLAN & PROFILE: KELLA AVENUE STA 10+00 TO STA 14+79.06
8 OF 8	SIGNING AND STRIPING PLAN: ROOKS ROAD & KELLA AVENUE
SHEET NO.	DESCRIPTION
1-8 OF 8	TRAFFIC CONTROL PLANS

CONSTRUCTION NOTES

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DISPOSITION NOTES

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CITY OF INDUSTRY

APPROVED BY: DATE: 10/12/10
 CITY ENGINEER
 CITY OF INDUSTRY, 19425 MAJOR DAVE WAY, CITY OF INDUSTRY, CA 91744, (626) 441-1111

KELLA AVENUE AND ROOKS ROAD

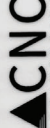
TITLE SHEET, INDEX OF DRAWINGS AND VICINITY MAP

STORM DRAIN AND PAVEMENT REHABILITATION PLANS

DESIGNED BY: MC CHECKED BY: JC JOB NO. CP-SD-19-041-B SHEET 1 OF 8
 DRAFTED BY: MC DATE: SEPTEMBER 2005 CONTRACT NO. CITY-1501

CONTRACT DRAWING 2 OF 17

Prepared By:



200 S. Hollywood Blvd. #100
 City of Industry, CA 91744
 P 626.333.0336
 www.acnc-engineering.com

CITY OF INDUSTRY

INCORPORATED JUNE 16, 1957
 P.O. Box 3368, City of Industry, California 91744
 Administrative (626) 538-2211

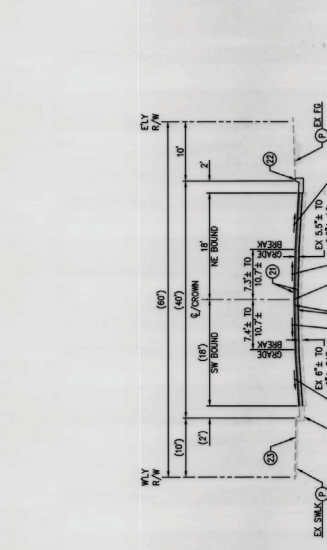
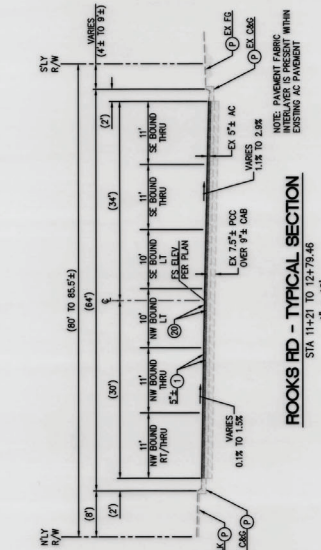
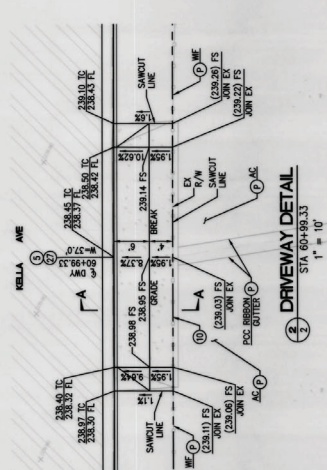
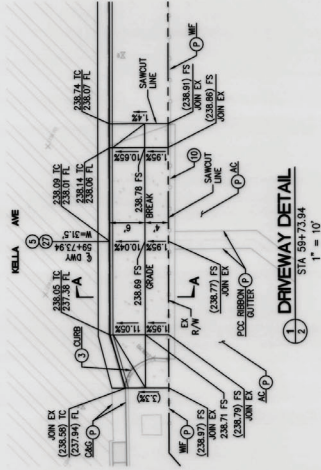
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CONSTRUCTION NOTES

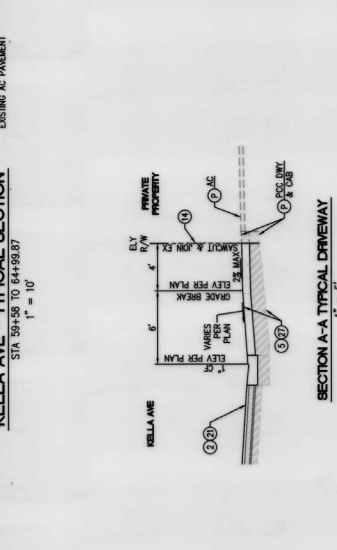
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DISPOSITION NOTES

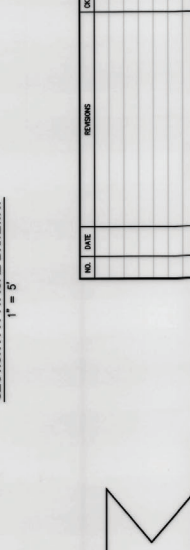
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SECTION A-A TYPICAL DRIVEWAY



SECTION A-A TYPICAL DRIVEWAY



CITY OF INDUSTRY

APPROVED BY: _____
 CITY OF INDUSTRY, CALIFORNIA
 CONTRACT NO. 1501
 SHEET 2 OF 8
 DESIGNED BY: _____
 CHECKED BY: _____
 DATE: SEPTEMBER 2005
 CONTRACT NO. 1501
 CITY: INDUSTRY, CALIFORNIA

ACNC

258 S. Hollywood Blvd., Ste. 202
 City of Industry, CA 91744
 P 626.333.0333
 www.acnc-engineering.com

CITY OF INDUSTRY

INCORPORATED JUNE 18, 1957
 P.O. Box 3368, City of Industry, California 91744
 Administrative Offices: 626-338-2211
 (626) 338-2211



NO. DATE

REVISIONS

OK BY

NO. DATE

REVISIONS

BENCHMARK

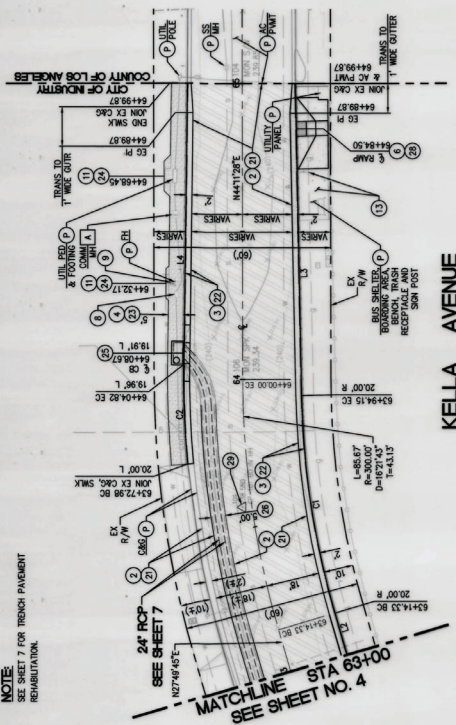
B.M. 35738 (COUNTY OF L.A.)
 ELEV. 235.089 (UNSD 281)
 WHITTIER QUAD 1980 BM - BORN TAG 2FT
 1/4 NE 238 87TH E 1/4 PECK RD 28 3571 N
 1/4 1/4 28 3571 N

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ADJUST TO GRADE BY OTHERS.
TO BE RELOCATED BY OTHERS.
REMOVE INTERFERING PORTION OF
ON THE PLANS. CONTRACTOR TO
PRIOR TO REMOVAL.

CURB CURVE DATA				
CURVE No.	DELTA	LENGTH	RADIUS	TANGENT
C1	151°44'33"	74.50'	280.00'	37.47'
C2	61°12'24"	33.64'	320.00'	16.84'

	CONSTRUCT 3" HIGH STABILITY AC OVER 2" MIN AC BASE COURSE OVER EXISTING PCC PAVEMENT
	CONSTRUCT 3" HIGH STABILITY AC OVER 5.5" AC BASE COURSE
	CONSTRUCT 4" HIGH STABILITY AC OVER 5.5" AC BASE COURSE
	CONSTRUCT PCC SIDEWALK
	CONSTRUCT PCC DRIVEWAY & CURB RAMP



NOTE:
SEE SHEET 7 FOR TRENCH PAVEMENT
REHABILITATION.

KELLA AVENUE

CITY OF INDUSTRY

OK BY	
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[illegible]

REVISIONS

[illegible]

DATE					
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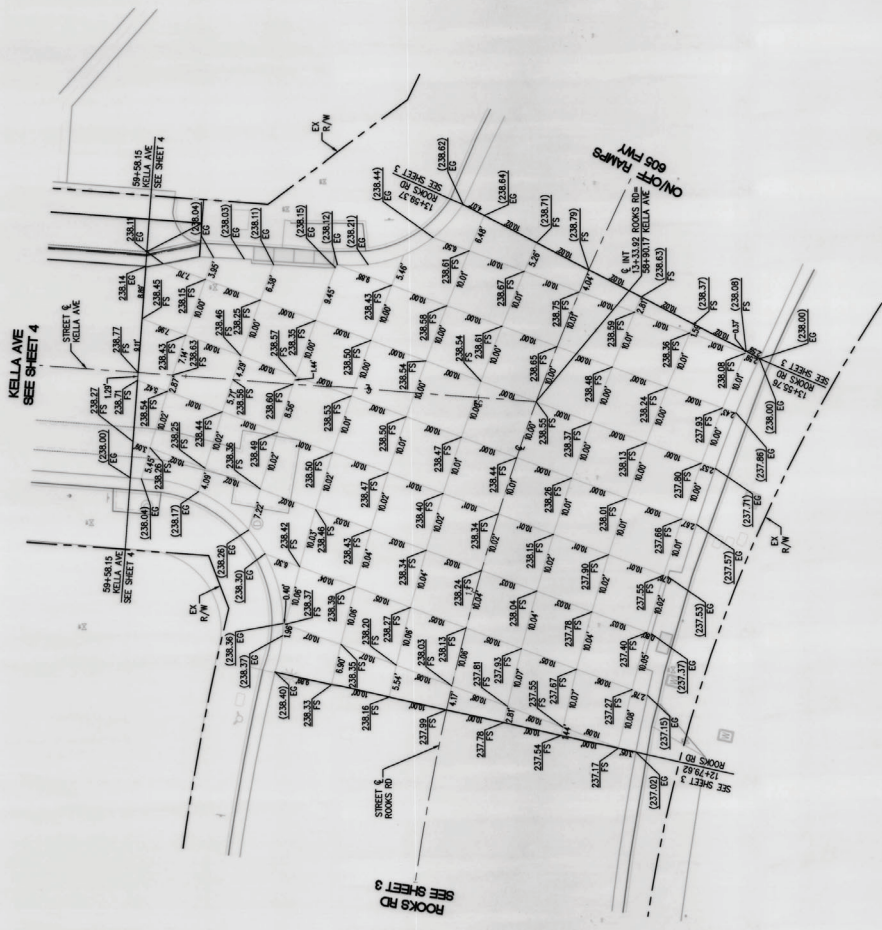
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FF LA) 29)

1990 BM - R
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ENCHMAY
M. 89788
LEV. 236.0

CP/CB-50-19-041-B X4



CITY OF INDUSTRY

APPROVED BY: *[Signature]* DATE: 01/15/25
 CLARENCE L. GARCIA, P.E., REG. 27043 CONTRACT REVIEW CITY ENGINEER

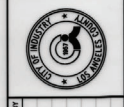
KELLA AVENUE AND ROOKS ROAD
 STREET IMPROVEMENT PLAN
 INTERSECTION GRID DETAIL
 ROOKS ROAD AND KELLA AVENUE
 DESIGNED BY: MC CHECKED BY: SC JOB NO. CIP-SD-19-041-B SHEET 6 OF 8
 DRAFTED BY: MC DATE: SEPTEMBER 2025 CONTRACT NO. CITY-1501 CONTRACT DRAWING 7 OF 17



Prepared By: *[Signature]*
CNC
 ENGINEERING
 205 S. Holladay Blvd. | Ste. 202
 City of Industry | CA 91744
 P: (626) 333-0336
 www.cnc-engineering.com
 JAMES E. GARCIA, P.E., REG. 27043

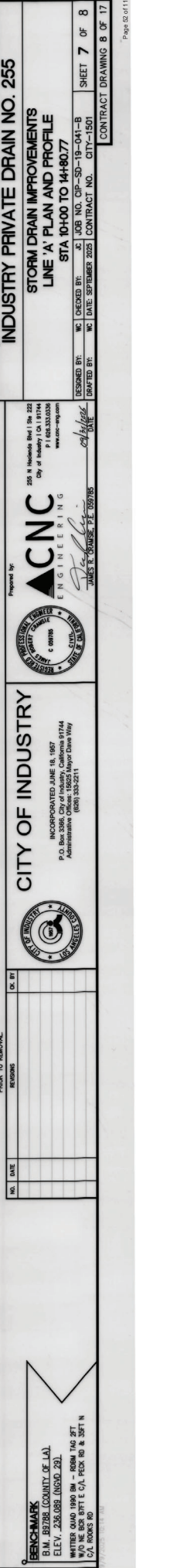


CITY OF INDUSTRY
 INCORPORATED JUNE 18, 1957
 P.O. Box 3366, City of Industry, California 91744
 Administrative: (626) 333-2211



NO.	DATE	REVISIONS	OK BY

BENCHMARK
 B.M. 39288 (COUNTY OF L.A.)
 ELEV. 235.080 (UNSD 281)
 WHITTIER QUAD 1990 BM - ROSEM TAG 287
 1/4" = 1' (SEE SHEET 5 C/L PICK RD & 287' N
 C/L INDUS RD)



STORM DRAIN & LINE DATA		
LINE No.	BEARING	DISTANCE
L1	N38°13'26"E	11.33'
L2	N27°49'45"E	42.44'
L3	N27°49'45"E	14.39'
L4	N27°49'45"E	181.59'
L5	N27°49'45"E	84.17'
L6	N0°40'00"E	2.98'

L6	N04°00'00"E	2.363'
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SIGNING CONSTRUCTION NOTES

1. INSTALL TYPE 1 INTERSECTION BARRICADE (W=7) PER CALTRANS STANDARD PLAN NO. ES-70 WITH 79-1 SIGN PANEL.
2. RELOCATE EXISTING SIGN PANEL(S) ON NEW 2" PERFORATED POST.
3. INSTALL TRAFFIC SIGNAL LOOP DETECTORS PER DETAIL 'A', HEREON. CONTRACTOR TO SPURCE IN NOTED PAUL BOX.

LOOP REPLACEMENT NOTES

LEGEND

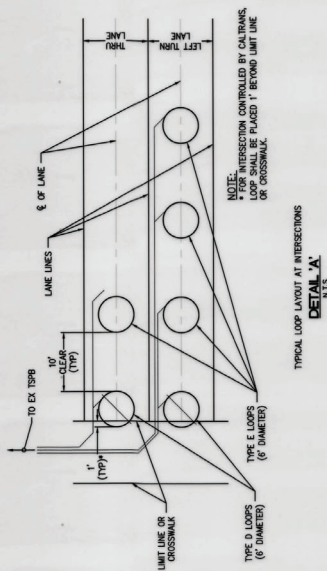
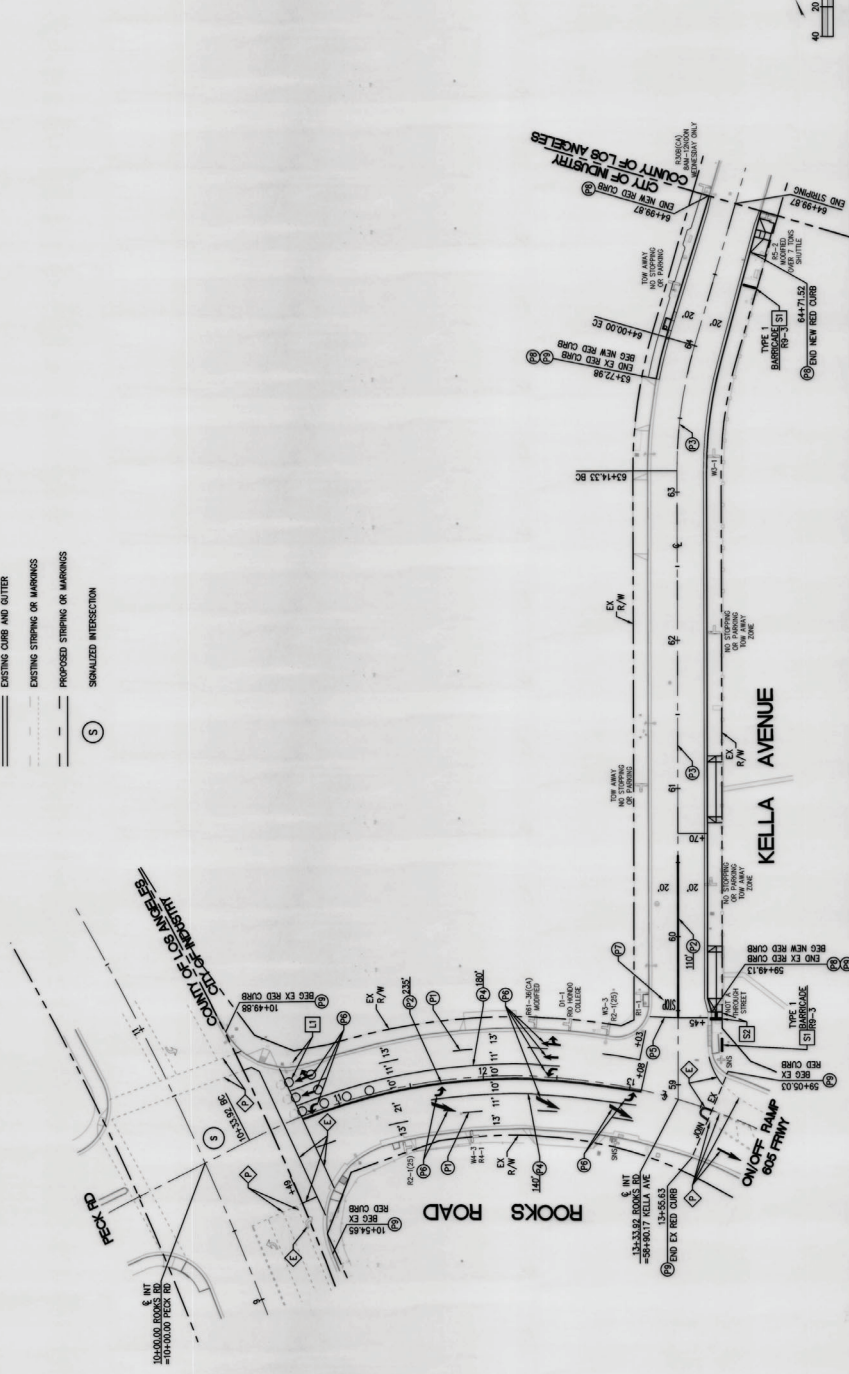
- EXISTING SIGN ON POST OR OBJECT MARKER
- NEW 12" SQUARE PERFORATED POST
- EXISTING SIGN ON (2) POSTS
- TWO POST SIGN
- NEW SIGN ON SIGNAL OR STREET LIGHT POLE
- TYPE 1 BARRICADE
- EXISTING SIGN ON SIGNAL OR STREET LIGHT POLE
- EXISTING PAVEMENT MARKING-ARROW
- NEW PAVEMENT MARKING-ARROW
- EXISTING CURB AND OUTLET
- EXISTING STRIPING OR MARKINGS
- PROPOSED STRIPING OR MARKINGS
- SIGNALIZED INTERSECTION

STRIPING CONSTRUCTION NOTES

1. INSTALL 6" STOP WHITE FOR DETAIL 'A', CALTRANS REVISED STANDARD PLAN RSP ASDA.
2. INSTALL DOUBLE YELLOW FOR DETAIL 'A', CALTRANS REVISED STANDARD PLAN RSP ASDA.
3. INSTALL 6" STOP YELLOW FOR DETAIL 'A', CALTRANS REVISED STANDARD PLAN RSP ASDA.
4. INSTALL 6" SOLID WHITE FOR DETAIL 'A', CALTRANS REVISED STANDARD PLAN RSP ASDA.
5. INSTALL 12" WHITE UNIT LINE FOR CALTRANS REVISED STANDARD PLAN RSP ASDA.
6. INSTALL WHITE PAVEMENT LEGEND/SYMBOL PER CALTRANS STANDARD PLAN ASDA AND ASDA.
7. NEW CURB TO BE PAINTED RED.
8. EXISTING RED CURB TO BE REPAINTED.
9. EXISTING STRIPING AND PAVEMENT MARKING TO BE PROTECTED IN PLACE.
10. EXISTING PAVEMENT MARKING-ARROW TO BE REPAINTED BY CITY ENGINEER APPROVED METHOD.
11. EXISTING STRIPING AND PAVEMENT MARKING TO BE REPAINTED.

GENERAL STRIPING NOTES

- A. STRIPING AND STRIPING INSTALLATIONS SHALL CONFORM TO THE 2014 CALIFORNIA MUTCD (CALUTCD) WITH LATEST REVISIONS, STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS AND SPECIFICATIONS, 2022 EDITION, AND THE PROJECT SPECIAL PROVISIONS.
- B. STRIPING, PAVEMENT MARKINGS, AND LEGENDS SHALL CONFORM TO THE 2022 CALTRANS STANDARDS PLANS ASDA-4, ASDA-4H, LATEST EDITION.
- C. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE INSTALLED WITH THERMOPLASTIC, UNLESS OTHERWISE NOTED.
- D. EXISTING SIGNS TO REMAIN UNLESS OTHERWISE NOTED ON THESE PLANS.
- E. WET SHOULDER CONFLICTING EXISTING STRIPING WITHIN INTERSECTION DEFINED BY CROSSWALK AND/OR LANE LINES. REMOVE PAVEMENT MARKINGS AS REQUIRED.
- F. WHITE BLUE REFLECTIVE PAVED PAVEMENT MARKED AT EVERY FIRE HYDRANT LOCATION PER STRIPING STD. PLAN NO. 170-0.
- G. ALL LANE STRIPING AT THE INTERSECTION APPROACHES AND DEPARTURES SHALL BEGIN AND END WITH 50 FEET OF 6-INCH SOLID WHITE LINE WITH 10" W/2" AT END POINTS.
- H. ALL SIGN PANELS AND POSTS REMOVED AND NOT RELOCATED OR REINSTALLED SHALL BE RETURNED TO THE CITY OF INDUSTRY.
- I. ALL SIGNS SHALL BE PER THE MUTCD(CA) WITH A MINIMUM CLEARANCE TO 7', UNLESS OTHERWISE NOTED. FROM FINISHED SURFACE TO THE BOTTOM OF THE LATEST SIGN PANEL.
- J. 2" PERFORATED POST SHALL BE ONE-HINCH OR APPROVED EQUAL.
- K. ALL SIGN PANELS AND POSTS SHALL REMAIN IN PLACE, UNLESS OTHERWISE NOTED ON THE PLANS.



CITY OF INDUSTRY

APPROVED BY: *[Signature]* DATE: 10/1/23
 CONTRACT NO. CIP-SD-19-041-B
 SHEET 8 OF 8

KELLA AVENUE AND ROOKS ROAD

STRIPING IMPROVEMENT PLAN
ROOKS ROAD AND KELLA AVENUE
PECK ROAD TO STA 64+98.87

DESIGNED BY: *[Signature]* CHECKED BY: *[Signature]* DATE: SEPTEMBER 2023
 DRAWN BY: *[Signature]* CONTRACT NO. CITY-1501

CITY OF INDUSTRY

INCORPORATED JUNE 15, 1957
 P.O. Box 3589, City of Industry, California 91744
 Administrative (626) 333-2211



CNC
 ENGINEERING
 258 S. Hacienda Blvd. Ste. 222
 City of Industry, CA 91744
 P: 626.333.0336
 www.cnc-engineering.com

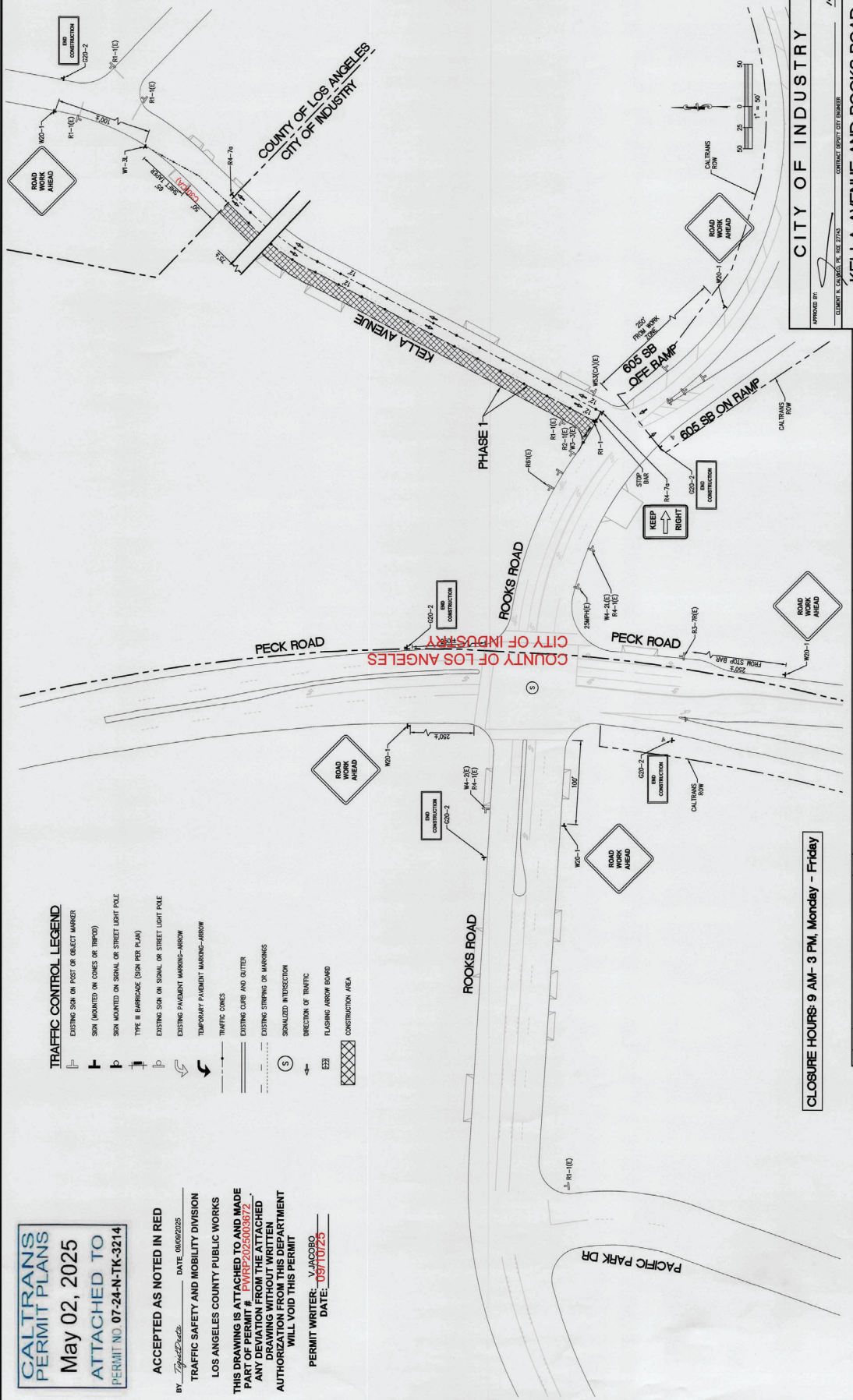
APPROVED BY: *[Signature]* DATE: 10/1/23
 CONTRACT NO. CIP-SD-19-041-B
 SHEET 8 OF 8

CONTRACT DRAWING 9 OF 17

CALTRANS
PERMIT PLANS
May 02, 2025
ATTACHED TO
PERMIT NO. 07-24-N-TK-3214

ACCEPTED AS NOTED IN RED
DATE: 05/02/2025
BY: *[Signature]*
TRAFFIC SAFETY AND MOBILITY DIVISION
LOS ANGELES COUNTY PUBLIC WORKS
THIS DRAWING IS ATTACHED TO AND MADE
PART OF PERMIT NO. 07-24-N-TK-3214.
ANY CHANGES TO THIS DRAWING
DRAWING WITHOUT WRITTEN
AUTHORIZATION FROM THIS DEPARTMENT
WILL VOID THIS PERMIT
PERMIT WRITER: V.JACOB
DATE: 05/10/23

- TRAFFIC CONTROL LEGEND**
- EXISTING SIGN ON POST OR OBJECT MARKER
 - NEW SIGN (MOUNTED ON CONES OR TRIPYD)
 - NEW SIGN MOUNTED ON SIGNAL OR STREET LIGHT POLE
 - TYPE II BARRICADE (CON PER PLAN)
 - EXISTING SIGN ON SIGNAL OR STREET LIGHT POLE
 - EXISTING PAVEMENT MARKING-ARROW
 - TEMPORARY PAVEMENT MARKING-ARROW
 - TRAFFIC CONES
 - EXISTING CURB AND GUTTER
 - EXISTING STRIPING OR MARKINGS
 - SIGNALIZED INTERSECTION
 - DIRECTION OF TRAFFIC
 - FLASHING ARROW BOARD
 - CONSTRUCTION AREA



CLOSURE HOURS: 9 AM - 3 PM, Monday - Friday

CITY OF INDUSTRY
KELLA AVENUE AND ROCKS ROAD
TRAFFIC CONTROL PLAN
(PHASE 1)
APPROVED BY: *[Signature]* DATE: 05/10/23
CONTRACT NO. CITY-1501
SHEET 2 OF 8
CONTRACT DRAWING 11 OF 17

CNC
ENGINEERING
255 N. Hollywood Blvd. Ste. 222
City of Industry, CA 91744
P.O. Box 1006, City of Industry, California 91744
Accommodation (818) 333-2221
www.cnc-engineering.com

NO.	DATE	REVISIONS	OK BY

BENCHMARK
B.M. 38738, COUNTY OF L.A.
ELEV. 235.088, UNADJ.
WINTER QUAD 1990 BM - BEAM TAG 287
CITY OF INDUSTRY, PECK RD & 287 N
C/L ROCKS RD

CALTRANS
PERMIT PLANS
May 02, 2025
ATTACHED TO
[PERMIT NO. 07-24-N-TK-3214]

ACCEPTED AS NOTED IN RED

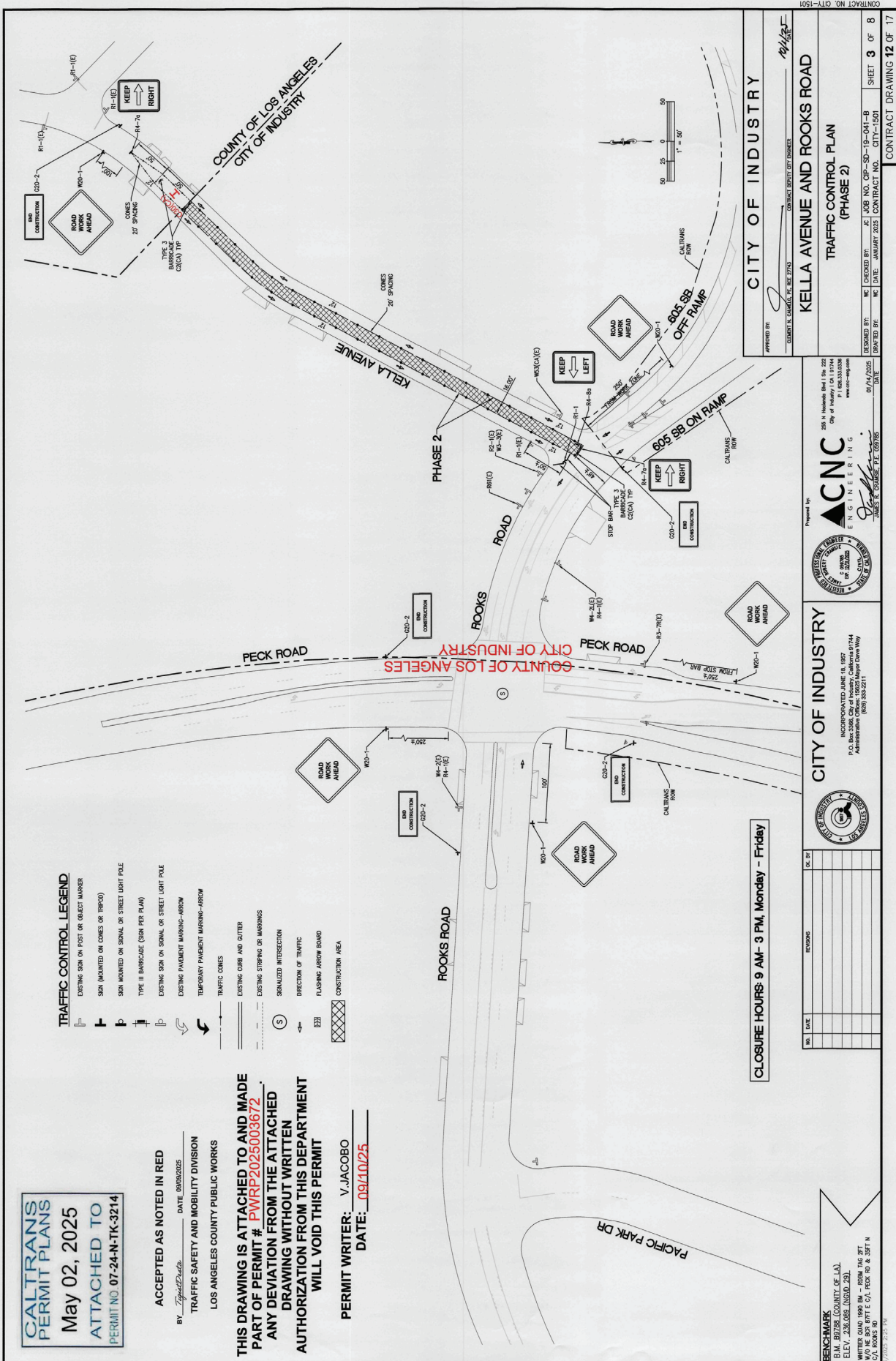
BY: *[Signature]* DATE: 08/09/2025
TRAFFIC SAFETY AND MOBILITY DIVISION
LOS ANGELES COUNTY PUBLIC WORKS

THIS DRAWING IS ATTACHED TO AND MADE
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PERMIT WRITER: V. JACOBO
DATE: **09/10/25**

TRAFFIC CONTROL LEGEND

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REV.	DATE	REVISIONS	BY

BENCHMARK
B.M. 202501 COUNTY OF L.A.
ELEV. 235.081 (MVD 202)
WINTER OAK 1890 BM - 202501 146 971
C/O, ROADS BD

CITY OF INDUSTRY

APPROVED BY: *[Signature]* CONTRACT EXPIRY DATE: 10/1/25

KELLA AVENUE AND ROOKS ROAD

TRAFFIC CONTROL PLAN (PHASE 2)

DESIGNED BY: WC CHECKED BY: JC JOB NO. CP-SD-19-041-B SHEET 3 OF 8
DRAWN BY: WC DATE: JANUARY 2025 CONTRACT NO. CITY-1501

Presented by

CNC
ENGINEERING

250 N. Hollywood Blvd., Ste. 201
City of Industry, CA 91744
P: 626.333.0304
www.cnc-engineering.com

INCORPORATED JUNE 18, 1927
P.O. Box 3006, City of Industry, California 91744
Administration: (626) 339-2211
Project: (626) 339-2211

CITY OF INDUSTRY
SEAL OF THE CITY OF INDUSTRY
JAMES F. COCHRAN, Mayor

CALTRANS
PERMIT PLANS
May 02, 2025
ATTACHED TO
PERMIT NO. 07-24-N-TK-3214

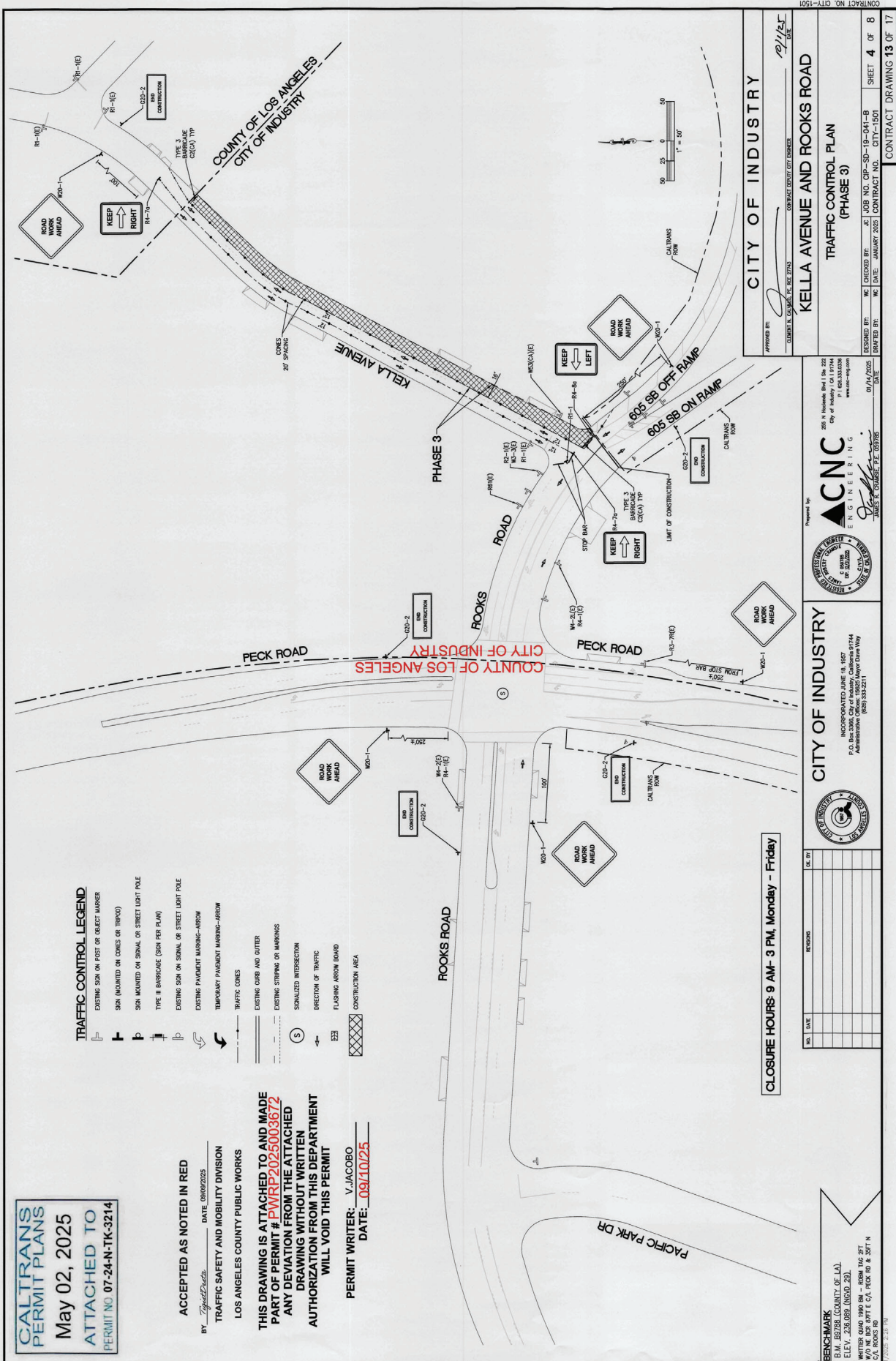
ACCEPTED AS NOTED IN RED

BY: Tyler P. Pata DATE: 09/04/2025
 TRAFFIC SAFETY AND MOBILITY DIVISION
 LOS ANGELES COUNTY PUBLIC WORKS

THIS DRAWING IS ATTACHED TO AND MADE
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PERMIT WRITER: V. JACOBO
 DATE: 09/10/25

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CITY OF INDUSTRY

KELLA AVENUE AND ROOKS ROAD

TRAFFIC CONTROL PLAN
(PHASE 3)

APPROVED BY: [Signature] DATE: 09/11/25
 CONTRACT EXPIRY CITY TENDER: 09/11/25
 DESIGNED BY: NC CHECKED BY: NC JOB NO. CP-SD-19-041-B SHEET **4** OF **8**
 DRAFTED BY: NC DATE: JANUARY 2025 CONTRACT NO. CITY-1501 CONTRACT DRAWING **13** OF **17**

Presented by
CNC
ENGINEERING
 255 N. Hollywood Blvd., Ste. 201
 City of Industry, CA 91744
 P: 626.333.5204
 www.cnc-engineering.com



CITY OF INDUSTRY
 INCORPORATED JUNE 18, 1927
 P.O. Box 306, City of Industry, California 91744
 Administration: (626) 332-2211



CLOSURE HOURS 9 AM- 3 PM, Monday - Friday

NO.	DATE	REVISION	BY

BENCHMARK
 B.M. 18728L COUNTY OF L.A.
 ELEV. 235.092 UNADJ. 201
 WRITER: CUD 1890 BM - 809M TAG 271
 CUD 1891 E 01 - 100' TO E & 20' N
 C/L ROOKS RD

CALTRANS
PERMIT PLANS
May 02, 2025
ATTACHED TO
PERMIT NO 07-24-N-TK-3214

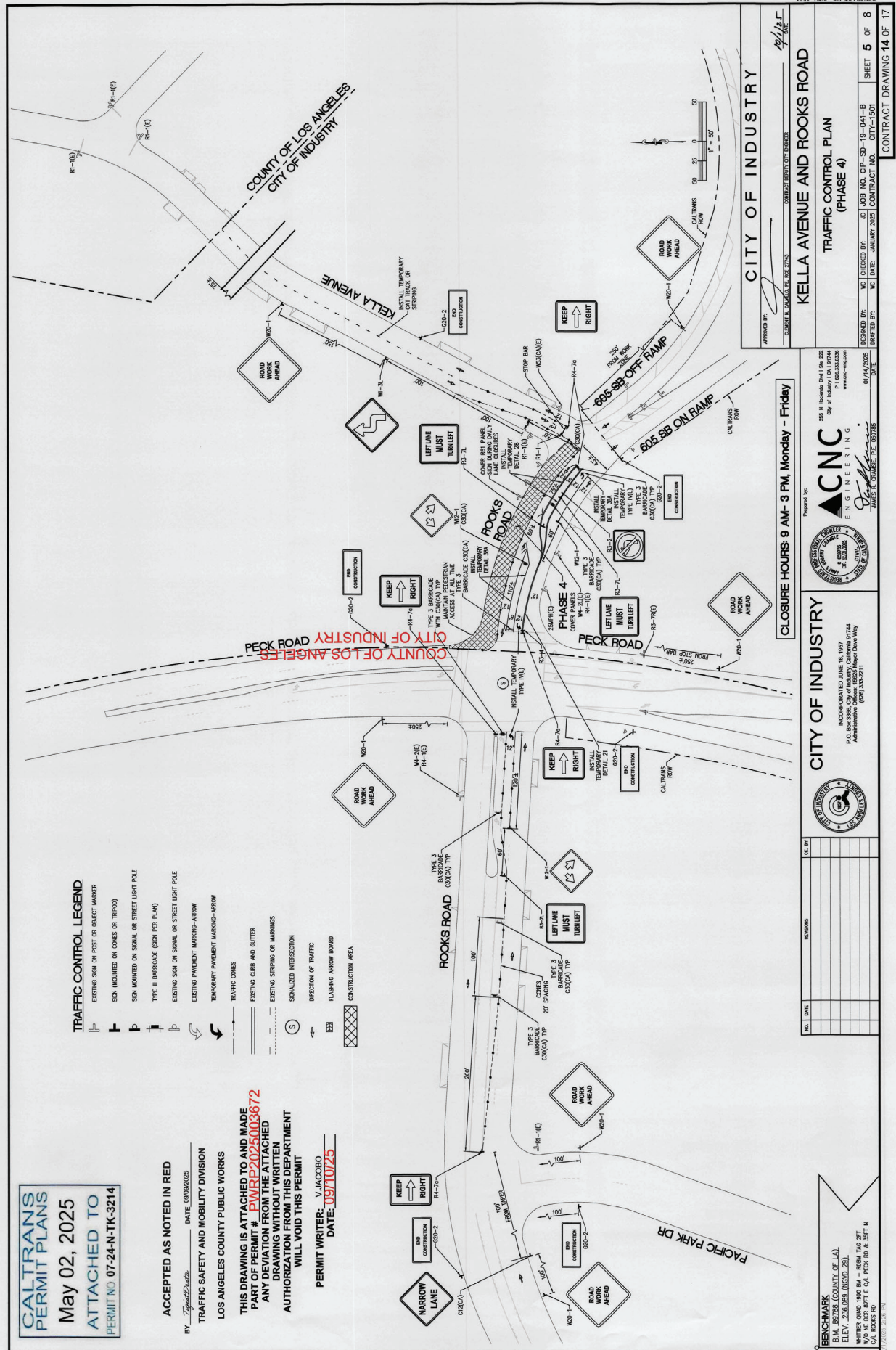
ACCEPTED AS NOTED IN RED
 BY Tyler P. Pate DATE 05/02/2025
 TRAFFIC SAFETY AND MOBILITY DIVISION
 LOS ANGELES COUNTY PUBLIC WORKS

THIS DRAWING IS ATTACHED TO AND MADE
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PERMIT WRITER: V. JACOBO
 DATE: 09/10/25

TRAFFIC CONTROL LEGEND

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BENCHMARK
 COUNTY OF L.A.
 ELEV. 280.00 (NAD 83)
 ELEV. 280.00 (NAD 83) 110.0 FT
 W/0 NE COR RTT & CA. PECK RD & 3501 N
 CA. ROKS RD

CITY OF INDUSTRY
 INCORPORATED JUNE 16, 1957
 P.O. BOX 3040, CITY OF INDUSTRY, CA 91744
 (818) 333-2211

ACNC
 ENGINEERING
 205 N. Hollywood Blvd. Ste. 222
 City of Industry, CA 91744
 P 633.3333 FAX 633.3333
 www.acnc.com

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CITY OF INDUSTRY

KELLA AVENUE AND ROKS ROAD

TRAFFIC CONTROL PLAN
(PHASE 4)

DESIGNED BY: AC CHECKED BY: AC JOB NO. CD-19-041-B SHEET **5** OF **8**
 DRAFTED BY: AC DATE: JANUARY 2025 CONTRACT NO. CITY-1501

CONTRACT DRAWING **14** OF **17**

CALTRANS
PERMIT PLANS
May 02, 2025
ATTACHED TO
PERMIT NO 07-24-N-TK-3214

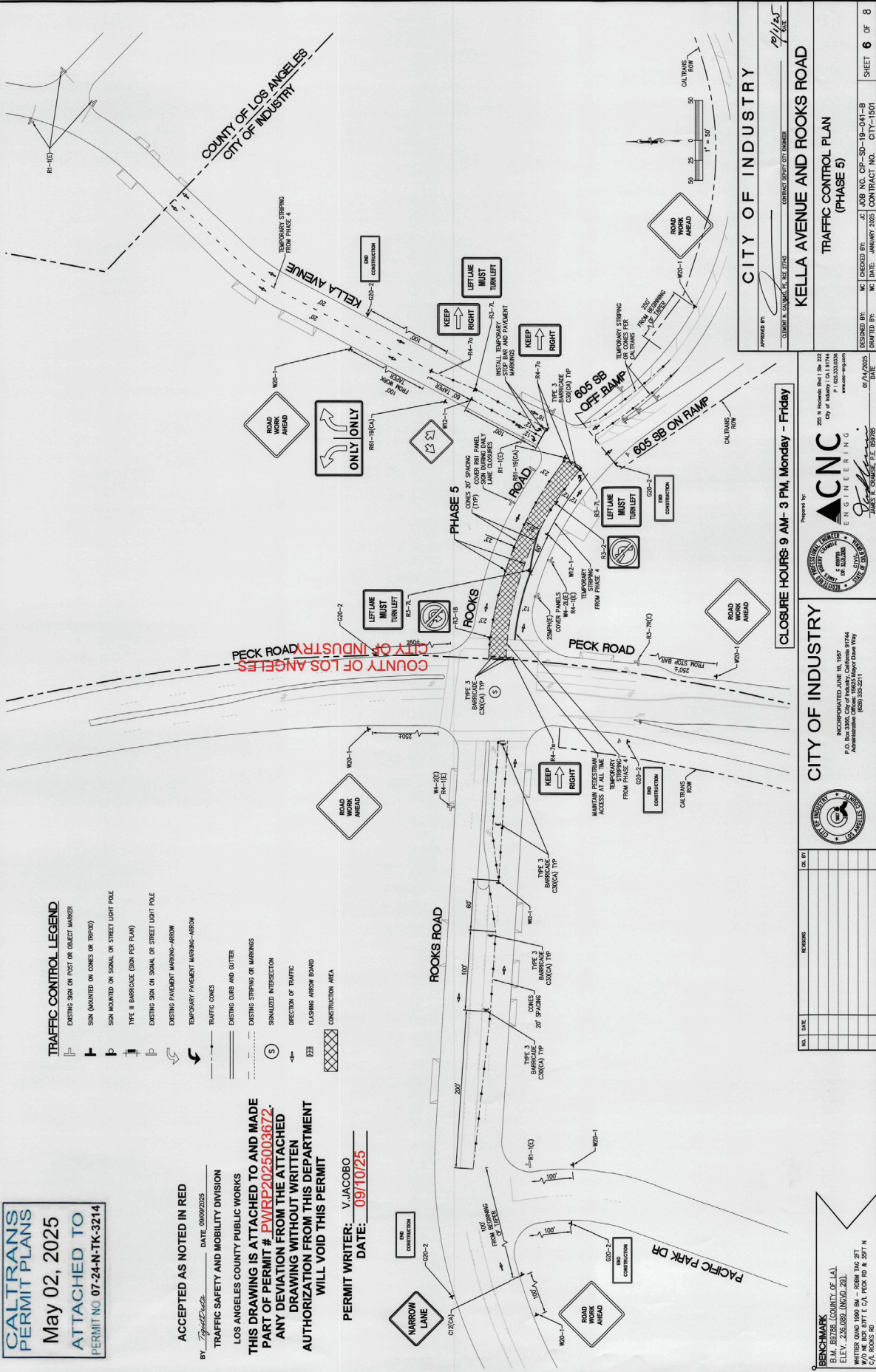
ACCEPTED AS NOTED IN RED

BY Tyler Davis DATE 06/02/2025
TRAFFIC SAFETY AND MOBILITY DIVISION
LOS ANGELES COUNTY PUBLIC WORKS

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PERMIT WRITER: V. JACOBO
DATE: **09/10/25**

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CLOSURE HOURS 9 AM - 3 PM, Monday - Friday



CITY OF INDUSTRY
INCORPORATED JUNE 18, 1907
P.O. Box 3006, City of Industry, California 91744
Administration (800) 338-2211

NO.	DATE	REVISIONS	OK BY

CITY OF INDUSTRY

KELLA AVENUE AND ROOKS ROAD

TRAFFIC CONTROL PLAN
(PHASE 5)

APPROVED BY: [Signature] DATE: 09/10/25
CONTRACT NO. CITY-1501
CONTRACT DATE: 09/10/25
DESIGNED BY: NC CHECKED BY: NC DATE: JANUARY 2025
CONTRACT NO. CITY-1501
SHEET 6 OF 8
CONTRACT DRAWING 15 OF 17

BENCHMARK
B.M. 23728 (COUNTY OF L.A.)
ELEV. 235.089 (UNOD 201)
WINTER QUAD 1900 RM - ROOM 140 27T
NORTH ARROW POINT, PECK RD & 20TH N
C/L ROOKS RD

CALTRANS
PERMIT PLANS
May 02, 2025
ATTACHED TO
PERMIT NO 07-24-N-TK-32114

ACCEPTED AS NOTED IN RED

BY *Typed Name* DATE 08/08/2025

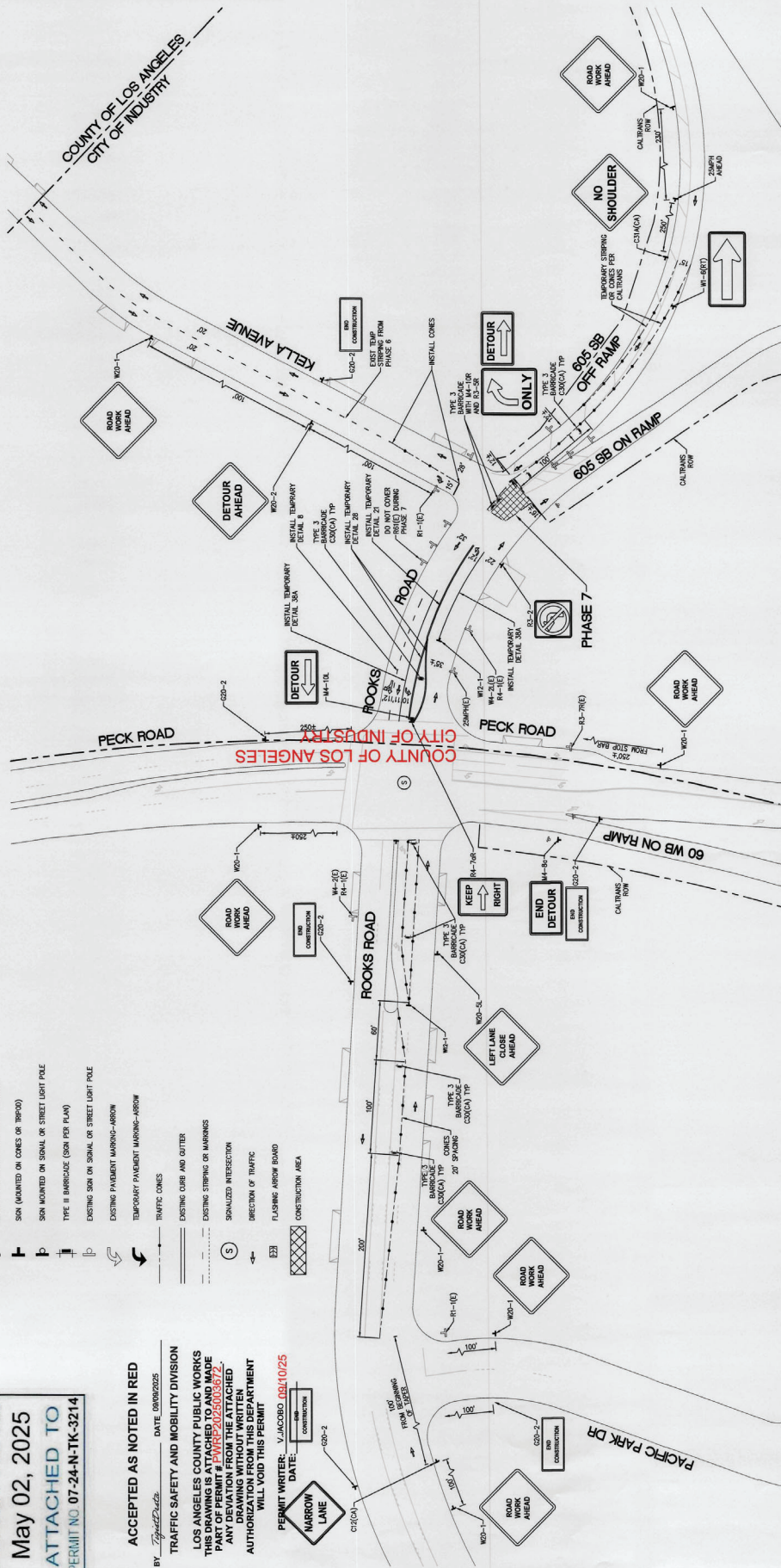
TRAFFIC SAFETY AND MOBILITY DIVISION
 LOS ANGELES COUNTY PUBLIC WORKS
 THIS DRAWING IS ATTACHED TO AND MADE
 PART OF PERMIT # **PWHP-2025003672**
 ANY DEVIATION FROM THE ATTACHED
 AUTHORIZATION FROM THIS DEPARTMENT
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PERMIT WRITER: V. JACOBO 08/10/25

DATE: 08/10/25

TRAFFIC CONTROL LEGEND

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- FLASHING ARROW BOARD
- CONSTRUCTION AREA



CITY OF INDUSTRY APPROVED BY: <i>Typed Name</i> DATE: 08/10/25 CLOSURE HOURS: 9 AM - 3 PM, Monday - Friday		CITY OF INDUSTRY INCORPORATED JUNE 16, 1907 P.O. Box 3306, City of Industry, California 91744 (909) 333-2211		CNC ENGINEERING 205 N. Nevada Blvd. Ste. 222 City of Industry, CA 91744 P: 626.333.0306 F: 626.333.0306 www.cnc-engineering.com		TRAFFIC CONTROL PLAN (PHASE 7) DESIGNED BY: WC CHECKED BY: JC JOB NO. CIP-SD-19-041-B SHEET 8 OF 8 DRAWN BY: WC DATE: JANUARY 2023 CONTRACT NO. CITY-1501 CONTRACT DRAWING 17 OF 17	
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ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Director of Public Works
Upendra Joshi, Senior Project Manager

DATE: October 22, 2025

SUBJECT: Consideration of a Reimbursement Agreement with Union Pacific Railroad Company, for preliminary engineering services on the Bixby Drive Reconstruction and Business Parkway Improvements project, in the amount of \$30,000.00 (CITY-1526)

Background:

Staff is currently preparing the construction documents for the replacement of the existing pavement on Bixby Drive from Gale Avenue to Chestnut Street, and sidewalk upgrades along Business Parkway at the railroad crossing. Work includes construction activities within the Union Pacific Railroad ("UPRR") right-of-way.

Discussion:

UPRR requires a Reimbursement Agreement to perform preliminary engineering services that include reviewing construction documents for improvements within the railroad right-of-way. UPRR has provided an estimate of \$30,000 for the work but will invoice the City for the actual work performed.

Fiscal Impact:

The fiscal impact to the City is estimated to be \$30,000.00. However, the final cost of plan checking by UPRR may vary. In the Fiscal Year 2025/2026 Capital Improvement Budget, \$100,000.00 is approved for this project (Account No. 120-702-5130) (MP 10-15 #3) and no appropriations are required.

Recommendation:

It is recommended that the City Council approve the Reimbursement Agreement with UPRR.

Exhibits:

1. Reimbursement Agreement with UPRR, Project 802887

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Estimate: \$30,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF INDUSTRY, CALIFORNIA (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF INDUSTRY, CALIFORNIA

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Kenneth Tom
Printed Name

Title

Manager I, Industry & Public Projects
Title

Exhibit A

Project Description and Location

Project Description

The City of Industry, California, proposes to upgrade the raised median on Bixby Drive and construct a sidewalk on Business Parkway near the locations referenced below.

Location

Los Angeles Subdivision

DOT	Crossing Type	Milepost	Street Name
810905L	Public	19.07	Bixby Drive
906364F	Public	23.949	Business Parkway

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification, and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C

Billing Contact Information

Name	Mathew Hudson
Title	Director of Public Works
Address	15625 Mayor Dave Way, City of Industry CA 91744
Work Phone	
Cell Phone	
Email	mhudson@cityofindustry.org
Agency Project No.	

ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Director of Public Works
Justin Aguilar, Field Operations Project Manager

DATE: October 22, 2025

SUBJECT: Consideration of Amendment No. 5 to the Maintenance Services Agreement with West Coast Arborists, Inc., for Citywide arborist services, increasing compensation by \$235,000

Background:

On November 12, 2020, the City Council ("City") approved a Maintenance Services Agreement ("Agreement") with West Coast Arborists, Inc. ("WCA") for urban forestry tree maintenance services in an amount not-to-exceed \$1,200,000.00, through November 12, 2022. The Agreement term was approved for two (2) years, with an option to extend the contract for three (3) additional one (1) year periods.

At the time of the Agreement, WCA offered a baseline tree service, referred to as a standard prune, which it had in place for other cities. It was soon realized that the level of tree service provided would not be adequate to service many of the trees in the City that had not received the appropriate level of trimming needed in prior years. City Staff requested heavier trimming/pruning of many trees to bring them to a more manageable fullness. The additional work led to additional costs not initially budgeted for. On December 21, 2021, the City Council approved Amendment No. 1 to the Agreement in order to account for the heavier trimming that was required, with an increase in compensation of \$1,000,000.00.

On November 10, 2022, the City Council approved Amendment No. 2 to the Agreement to exercise the first one-year extension option through November 12, 2023, along with an increase in compensation of \$800,000.00. On November 9, 2023, the City Council approved Amendment No. 3 to the Agreement to revise the rate schedule, exercise the second one-year extension option through November 9, 2024, along with an increase in compensation of \$1,000,000.00. On December 12, 2024, the City Council approved Amendment No. 4 to the Agreement extending the term through November 12, 2025, and increasing compensation by \$1,000,000.

Discussion:

The City’s trees are now on a standard prune schedule and the work has been ongoing. Staff recommends approving Amendment No. 5 for an increase in compensation of \$235,000.00 for additional work that was needed around Industry Hills and along Temple Avenue and Azusa Avenue. The Agreement expires on November 12, 2025, and Staff have been in the process of reviewing proposals for potential new vendors. This Amendment will close out the work for the remainder of the Agreement with WCA.

Fiscal Impact:

Table 1 - Summary of Costs

Contract Amount	\$1,200,000.00
Amendment No. 1	\$1,000,000.00
Amendment No. 2	\$800,000.00
Amendment No. 3	\$1,000,000.00
Amendment No. 4	\$1,000,000.00
Amendment No. 5	\$235,000.00
Revised Project Cost	\$5,235,000.00

The fiscal impact for Amendment No. 5 is \$235,000.00. In the adopted Fiscal Year 2025-26 General Fund budget, \$4,000,000.00 is approved for this work (Account No. 100-624-7410) for Public Right of Way tree maintenance. Other locations have sufficient General Fund budget for tree maintenance for the remainder of the term.

Recommendation:

It is recommended that the City Council approve Amendment No. 5 to the Maintenance Services Agreement with WCA.

Exhibits:

- 1. Amendment No. 5 to the Maintenance Services Agreement with WCA, dated October 23, 2025
- 2. MSA West Coast Arborists - Executed

**AMENDMENT NO. 5
TO MAINTENANCE SERVICES AGREEMENT WITH
WEST COAST ARBORISTS, INC.**

This Amendment No. 5 to the Maintenance Services Agreement (“Agreement”) is made and entered into this 23rd day of October, 2025, (“Effective Date”) by and between the City of Industry (“City”), a municipal corporation, and West Coast Arborists, Inc., a California corporation, (“Contractor”). City and Contractor are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about November 12, 2020, the City Council approved a Maintenance Services Agreement (“Agreement”) with Contractor for arborist services; and

WHEREAS, on or about December 21, 2021, Amendment No. 1 was approved due to the unforeseen need to provide heavy trimming and pruning of the trees throughout the City, and an increase in compensation of \$1,000,000.00 was needed. It was also necessary to update the City’s address; and

WHEREAS, on or about November 10, 2022, Amendment No. 2 was approved for a one-year extension to allow Contractor to continue to provide arborist services throughout the City, with a companion increase in compensation of \$800,000.00; and

WHEREAS, on or about November 9, 2023, Amendment No. 3 was approved for a one-year extension to allow Contractor to continue to provide arborist services throughout the City, with a companion increase in compensation of \$1,000,000.00; and

WHEREAS, on or about December 12, 2024, Amendment No. 4 was approved for a one-year extension to allow Contractor to continue to provide arborist services throughout the City, with a companion increase in compensation of \$1,000,000.00; and

WHEREAS, due to additional trimming and pruning of the trees along with recent fire hazard map updates and the request to respond with progress on weed abatement and tree thinning. the Parties desire to amend the Agreement to increase the compensation by \$235,000.00 to cover the additional costs incurred for extra work around the Industry Hills area and along Temple Avenue and Azusa Avenue; and

WHEREAS, for the reasons set forth herein, City and Contractor desire to enter into this Amendment No. 5, 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:

4. PAYMENT

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

This amount shall not exceed Five Million Two Hundred Thirty Five Thousand Dollars (\$5,235,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5 to the Agreement as of the Effective Date.

“CITY”
City of Industry

“CONTRACTOR”
West Coast Arborists, Inc.

By: _____
Joshua Nelson, City Manager

By: _____
Victor Gonzalez, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk, CMC

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

**EXHIBIT A TO AMENDMENT NO. 5
MAINTENANCE SERVICES AGREEMENT WITH WEST COAST ARBORISTS,
INC. DATED NOVEMBER 12, 2020**

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of November 12, 2020 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and West Coast Arborists, Inc., a California corporation ("Contractor"). City and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Contractor to perform the services described herein, and Contractor 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 Contractor 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 November 12, 2022, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, City at its sole and exclusive option, may grant three, one (1) year extensions to the Agreement.

2. SERVICES

(a) Contractor 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 City. The Services shall be performed by Contractor, unless prior written approval is first obtained from 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) Contractor shall perform all Services in a manner reasonably satisfactory to City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing arborist services, serving a municipal agency.

(d) Contractor 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, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor 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 Contractor'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.* Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of City. If Contractor was an employee, agent, appointee, or official of City in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse City for any sums paid to the Contractor. Contractor 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) Contractor 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 Contractor 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, or his designee shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but shall have no authority to modify the Services or the compensation due to Contractor.

4. PAYMENT

(a) City agrees to pay Contractor 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 One Million Two Hundred Thousand Dollars (\$1,200,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor 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 City. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

(c) Contractor 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 City disputes any of Contractor's fees it shall give written notice to Contractor 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. LABOR CODE AND PREVAILING WAGES

(a) Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. COI shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, COI, its elected officials, officers, employees 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, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Contractor shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) 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 Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If 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, City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to City. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to City pursuant to Section 5 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

(a) Contractor 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. Contractor 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. Contractor 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 City and may be used, reused, or otherwise disposed of by City without the permission of the Contractor. With respect to computer files, Contractor shall make available to City, at the Contractor's office, and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing

computer files. Contractor 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 Contractor in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of City.

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless 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 Contractor, its officers, agents, employees or SubContractors (or any agency or individual that Contractor 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, Contractor 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 Contractor or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) DUTY TO DEFEND. In the event 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, Contractor shall have an immediate duty to defend City at Contractor's cost or at City's option, to reimburse 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 Contractor and City, as to whether liability arises from the sole negligence of City or its officers, employees, or agents, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent. Contractor 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.

9. INSURANCE

Contractor 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.

10. INDEPENDENT CONTRACTOR

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

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

(c) Contractor represents and warrants that it is aware of the requirements of Assembly Bill 5, Worker Status: Employees and Independent Contractors, effective January 1, 2020, including the provisions set forth in California Labor Code Section 2750.3. Contractor agrees to fully comply with the provisions of AB 5 and Labor Code Section 2750.3. Contractor shall indemnify, defend and hold harmless, City, its elected officials, officers, employees 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, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with the provisions of AB 5 and/or Labor Code Section 2750.3.

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of 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 City has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, 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 City to any and all remedies at law or in equity.

13. 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.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from 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 City, unless otherwise required by law or court order. (b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors 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 City, unless Contractor is prohibited by law from informing City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Contractor 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 Contractor in such proceeding, Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. 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.

15. 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 COI: City of Industry
15625 E. Stafford Street
City of Industry, CA 91744

Attention: Troy Helling, City Manager

With a Copy To: Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Attention: James M. Casso, City Attorney

To Contractor: West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806
Attention: Victor Gonzalez, Vice President

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

City and Contractor 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 Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and Contractors, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. 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.

19. 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.

20. 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.

21. 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.

22. WAIVER

The waiver by City or Contractor 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 Contractor unless in writing.

23. 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.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

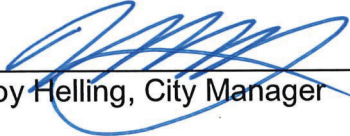
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"City"

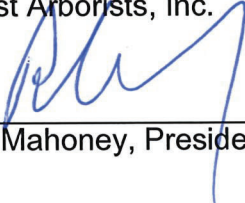
City of Industry

"CONTRACTOR"

West Coast Arborists, Inc.

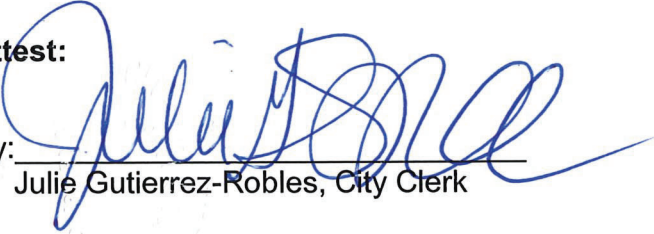
By: 

Troy Helling, City Manager

By: 

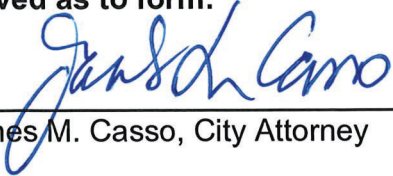
Patrick Mahoney, President

Attest:

By: 

Julie Gutierrez-Robles, 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

Contractor shall perform the following arborists services:

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required for tree pruning, tree removal, tree stump removal and tree replacement as specified. The minimum number of trees to be pruned annually will be one thousand (1,000). In general, all right-of-way trees on specified streets or neighborhoods will be pruned, with limited exceptions, commonly known as grid pruning. The City will be broken into grids or zones as determined by the City. WCA would be assigned to prune all the trees within that grid/zone before proceeding into the next grid or zone. Rather than assigned one street/block at a time grids help establish larger work areas. At this time the grids/zones have not been determined by the City. Grid pruning services will occur each year on a start date determined by the City, during the month of October after bird nesting season, and be completed prior to the start of bird nesting each February. Contractor shall cease work in a tree if a nest is found and is determined to be active, unless given written permission by the City. Contractor will be available for tree removals, stump removals, tree replacements, emergency call-out services, and specialty tree crew rental services on a limited, as-needed basis throughout each year. Contractor will maintain and annually update a digital tree maintenance inventory, which will be the property of the City.

Contractor shall also be required to report to the City any condition that could pose a threat to the public or result in a poor aesthetic such as, but not limited to, low or hanging limbs, and dead, dying or structurally deficient trees.

Contractor shall deliver a level of quality that is compatible with International Society of Arboriculture (ISA) standards, American National Standards Institute (ANSI) criteria and the standards and requirements described herein in providing tree services. All of Contractor's personnel engaged in the actual trimming of the trees shall hold, at minimum, a current ISA Certified Tree Worker credential. All other personnel (e.g. ground workers) shall have received sufficient training so as to be capable of performing their functions in a safe and proficient manner.

Contractor shall conduct all work outlined in this Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA and CAL EPA Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public or others from injury or damage to their property. Contractor shall cooperate fully with the City in the investigation of any accident, injury or death occurring on the property set forth in this Agreement, including a complete

written report to the City Manager within 24 hours following the incident.

Any damage caused by Contractor shall be repaired or restored at Contractor's expense to a condition similar or equal to that existing before such damage, or Contractor shall repair such damage in a manner acceptable to the City.

GENERAL PROVISIONS

SUPERVISION

CONTRACTOR MUST HAVE A CERTIFIED ARBORIST ON STAFF WHO WILL SUPERVISE ALL TREE MAINTENANCE SERVICES WORK CONDUCTED AT ANY TIME. Contractor will be required to provide continual supervision for all operations at the job site and will be subject to administrative direction by the City.

INSPECTION

When work in specified areas is completed and ready for final inspection, the Contractor will be required to notify the City. As soon as possible thereafter, City will make the necessary inspection, and determine whether the work has been properly performed and completed in accordance with this Agreement.

WORK SCHEDULE

Contractor will be required to submit a complete schedule of work to be performed to the City at least one (1) week prior to the beginning of the work. Normal working hours will be an eight (8) hour day between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Any adjustments to this schedule must be approved by City. Roads known to have heavy traffic periods may be restricted to work between the hours of 9:00 a.m. and 2:00 p.m.

EQUIPMENT

Equipment supplied and used by the Contractor will be maintained in a mechanically sound and safe condition, free from infectious disease or materials. When pruning infected or diseased trees, the Contractor will sterilize pruning tools prior to beginning work on the following tree.

SAFETY

- (1) Whenever streets are to be blocked off, City along with the Los Angeles County Sheriffs and Fire Departments will all be notified by Contractor of the locations and length of time the street will be blocked.
- (2) Suitable street, sidewalk barriers, signs, traffic cones and other such equipment will be used by the Contractor.

(3) Construction signs: The Contractor will supply each crew of workers, for each work zone, with the California Manual on Uniform Traffic Control Devices ("MUTCD") temporary traffic control elements, at least sign 36 inches by 36 inches, with an appropriate stand for each work site. The sign(s) and traffic controls will be approved by City, prior to commencing work, and follow the information applicable in the *Watchbook: Work Area Traffic Control Handbook* (latest edition).

(4) It is the sole responsibility of the Contractor to insure the safety of his work. The Contractor will observe all arborist and industrial safety standards.

DAMAGED PROPERTY

Plant material, irrigation systems and other facilities damaged or destroyed by the Contractor will be repaired or replaced at the Contractor's expense.

CONDUCT OF OPERATIONS

(1) Cooperation with others: The Contractor will endeavor to maintain good public relations at all times. The work will be conducted in a manner which will cause the least possible interference with or annoyance to the public. Work will be performed by competent workers supervised by a competent supervisor with experience and training in tree trimming and removal.

(2) Contractor will notify resident(s) and business(es) of tree removal or trimming a minimum of 24 hours before commencing work.

(3) Complaints: Complaints resulting from the Contractor's operation will be referred to the Contractor for prompt handling and satisfactory adjustment. All such adjustments will be at the Contractor's expense, whether said complaints arise from City authorities, or from private property owners and others.

EXTRA WORK

Extra work will not be performed without prior written approval by City.

PERMITS, FEES AND LICENSES

All permit fees and licenses necessary for completion of the work will be paid for by the Contractor.

SPECIAL PROVISIONS

PRUNING STANDARDS

All pruning will follow the Western Chapter - International Society of Arbor Culture Standards. Some exceptions may be implemented by City.

TECHNIQUES

Thinning cuts will be removed at its point of attachment or shortened to a lateral large enough to assume the terminal role.

When shortening a branch or leader, the lateral to which it is cut should be at least one-half the diameter of the cut being made.

Holding cuts, or removing branches to stubs, buds or lateral branches not large enough to assume the terminal role is not allowed.

When removing a branch, pruning cuts should be made in branch tissue close to, but outside, the branch bark ridge. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.

When removing a dead branch, the final cut should be made outside the collar of live callus issue. If the collar has grown out several inches around the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.

When reducing the length of a branch or the height of a leader, the final cut should be close to, but beyond (not violate) the branch bark ridge of the branch being cut to. The cut should approximately bisect the angle formed by the branch bark ridge and an imaginary line perpendicular to the trunk or branch cut.

During structural pruning the diameter of the branch, at its attachment, will be less than three-fourths the diameter of the parent branch or trunk. If larger, the branch's foliage should be reduced by 15% to 25%, particularly near its terminal. The parent branch will not be thinned as much in order to allow the parent branch to grow at a faster rate and reduce the weight of the lateral branch, slow its total growth, and develop a stronger branch attachment. If this does not appear appropriate, the branch should be shortened to a large lateral or be completely removed.

On large growing trees, branches that are more than one-third the diameter of the trunk at least 18 inches apart, on center, should have their mass reduced 15% to 25%, particularly near their terminals and/or be shortened. All pruning cuts should be clean and smooth with the bark at the edge of the cut firmly attached to the wood.

All end cuts on main branches will be cut on an angle of no less than 60 degrees so as not to restrict their natural flow of nutrients within the cambium layer.

All removals will include complete stump grinding except where noted otherwise.

TYPES OF PRUNING - MATURE TREES

Crown Cleaning: The removal of dead, dying, diseased, crowded, weakly attached, and low-vigor branches and watersprouts from a tree crown. Crown Thinning: Includes crown

cleaning and the selective removal of branches to increase light penetration and air movement into the crown. Thinning of foliage to reduce the wind-sail effect of the crown and the weight of heavy limbs.

Thinning the crown to emphasize the structural beauty of trunk and specific branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, seldom should more than one-third of the live foliage be removed. At least one-half of the foliage should be on branches that arise in the lower two-thirds of the trees. When thinning laterals from a limb, the lateral branches will be left in the same distribution of foliage along the branch.

An effect known as "lion's-tailing" which results from pruning out the inside lateral branches is not allowed.

Crown Reduction: To reduce the height and/or spread of a tree. Thinning cuts are most effective in maintaining the structural integrity and natural form of a tree and in delaying the time when it will need to be pruned again. The lateral to which a branch or trunk is cut should be at least one-half the diameter of the cut being made.

Crown Restoration: To improve the structure and appearance of trees that have topped or severely pruned using heading cuts. One to three sprouts on main branch stubs will be selected to reform a more natural appearing crown. A vigorous selected sprout may be thinned to a lateral, headed, to control length growth in order to ensure adequate attachment for the size of the sprout.

Crown Raising: The removal of lower branches of a tree in order to provide clearance for buildings, a clearance of 13 feet -16 feet for vehicular traffic, 11 feet for pedestrian traffic. The tree will have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure.

View Restoration Trim: The removal of specified branches of a tree in order to provide/restore unobstructed views hindered by City-owned trees.

Clearance Trim: The removal of specified branches of a tree in order to provide adequate clearance for buildings, to the property line or to a specified point.

Minimum Trim: The removal of sucker and waterspout growth and the elevation of tree limbs to City Code heights.

Removals: Trees that are to be removed will be designated by the City only. Trees removed will be cut flush to finish grade or lower. Care will be taken to protect surrounding landscape plants that will be remaining at the completion of the project. Each will be marked at breast height with orange paint. All tree removals will include complete stump grinding except when determined unnecessary by the City.

COMPETING PLANT MATERIALS

Competing plant material or plant material clinging to the trunk such as Ivy, volunteer trees, or woody shrubs, will be removed to provide a clear area of at least 18 feet, but not more than 24 inches around the trunk of the tree and the root crown.

CLIMBING TECHNIQUES

Climbing and pruning practices should not injure the tree except for the pruning cuts.

Climbing spurs will not be used when pruning a tree, unless the branches are more than throw-line distance apart. In such cases, the spurs should be removed once the climber is tied in.

Spurs may be used to reach an injured climber and when removing tree.

Rope injury to thin-barked trees from loading out heavy limbs should be avoided by installing a block in the tree to carry the load.

REMOVAL OF BRUSH AND DEBRIS

At the close of each day's operation, the Contractor will be required to keep all street, parkway, sidewalk and yard areas of all property free of debris. Additionally, Contractor will be required to dump all ground wood chips at a site within the City limits to be determined by City. Material that is not ground up (stumps, etc.) must be disposed of at Contractor's expense.

ANNUAL SERVICES MEETING

A mandatory meeting will be held with the Contractor each year prior to commencement of grid pruning to coordinate the annual work program.

RECORDKEEPING

Contractor will be responsible for managing a City tree maintenance database, which will be shared with City staff.

EXHIBIT B

RATE SCHEDULE

<u>ANNUAL QUANTITY</u>	<u>SERVICE DESCRIPTION</u>	<u>UNIT PRICE</u>
1,000 Minimum	Prune various tree species	\$83.00
Varies	Install 15-gallon replacement trees	\$170.00
Varies	Install 24-inch box replacement trees	\$345.00
Varies	Tree removal and stump grinding based on diameter at breast height:	
	1 - 6 inches	\$120.00
	7 -12 inches	\$375.00
	13-18 inches	\$495.00
	19- 24 inches	\$850.00
	25 or more inches	\$1,125.00
Varies	Stump Grinding Only per Inch	\$14.00
Varies	Crew Hourly Rate (per man hour)	\$93.00
Varies	Emergency Crew Hourly Rate	
	(per man hour)	\$123.00

Service Request Tree Pruning: Trees requiring pruning prior to their next regularly scheduled prune will be performed at the following rates based on tree size.

0 – 6" DBH PER TREE \$89.00
7-12" DBH PER TREE \$150.00
13-18" DBH PER TREE \$250.00
19-24" DBH PER TREE \$395.00
25" DBH & OVER PER TREE \$550.00

Pruning for Crown Reduction or Crown Restoration: Crown Reduction is used to reduce the height and/or spread of a tree. Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree or shrub. This type of pruning is done to minimize the risk of failure, to reduce height or spread, for utility line clearance, to clear vegetation from buildings or other structures, or to improve the appearance of the tree.

Pruning for Crown Restoration: Crown Restoration is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating circumstances. The goal of restoration is to improve a tree structure, form, or appearance.

0 – 6" DBH PER TREE \$89.00
7-12" DBH PER TREE \$195.00
13-18" DBH PER TREE \$345.00
19-24" DBH PER TREE \$495.00
25" DBH & OVER PER TREE \$695.00

PALM TREE SKINNING Per Linear Foot \$20.00

TREE ONLY REMOVAL Per diameter inch \$35.00

Caliper of trees to be measured at 4 feet above soil level. County prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to WCA. WCA prepares internal work order. Crew removes tree and hauls all debris.

TREE PLANTING BASED ON SIZE

Planting includes the tree, stakes, ties and complete installation. Planting lists should be compiled by the Inspector and submitted monthly or as needed. WCA will guarantee the life of the tree for a period of THIRTY (30) calendar days, excluding vandalism and extreme weather conditions. After THIRTY (30) days, the tree will be the responsibility of the City and/or resident.

36-INCH BOX Each \$1,200.00
48-INCH BOX Each \$2,600.00

TREE WATERING SERVICES per man hour \$94.00

A standard tree planting crew consists of 1 person with water truck. Cost of water not included. Price includes traffic control.

EMERGENCY RESPONSE SERVICES per man hour \$115.00

(Monday through Friday, 7:00am to 5:00pm; if Contractor is not performing scheduled work in the City)

Price includes personnel required for the response and standard equipment such as an aerial tower, chipper dump truck, a Vermeer chipper, small hand tools, and chainsaws. Cost also includes traffic control, cleanup, hauling away debris and recording the work history. Insurance, fuel, wages and disposal fees are included as well. Price based on paying the State Prevailing Wage for Tree Maintenance Laborer and providing certified payroll to the City and the State DIR.

EMERGENCY RESPONSE SERVICES per man hour \$129.00

(Evenings 5:01pm to 6:59am, Weekends & Holidays)

Price includes personnel required for the response and standard equipment such as an aerial tower, chipper dump truck, a Vermeer chipper, small hand tools, and chainsaws. Cost also includes traffic control, cleanup, hauling away debris and recording the work history. Insurance, fuel, wages and disposal fees are included as well. Price based on paying the State Prevailing Wage for Tree Maintenance Laborer and providing certified payroll to the City and the State DIR.

Contractor is available for emergency calls on a 24-hour basis. Contractor has a toll-free emergency telephone number to call in the event of an emergency. The City can call 866-LIMB-DOWN (866-546-2369) and one of Contractor's Area Managers will respond to the call. Should an emergency call-out occur during evening hours, weekends and/or holidays, Contractor shall respond and begin work on-site within 90 minutes from the time notification was given. Contractor's emergency response team will do what is necessary to leave the tree site safe until the following workday. No minimum call-out required.

SPECIALTY EQUIPMENT RENTAL per hour \$175.00

Contractor can dispatch a variety of specialty equipment including 100-foot crane, 95-foot aerial tower, and/or roll-off trucks with loaders. These pieces of equipment include one operator.

ARBORIST SERVICES INCLUDING REPORT WRITING

(3-hour minimum)

On occasion, the City may require tree evaluations including written reports. Contractor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and/or

site inspections. Reporting can be generated on one tree or many trees and is handled on a case-by-case basis. The arborist services set forth herein exclude the arborist services set forth under Exhibit A, Supervision, which are included at no additional cost to the City.

Written Arborist Reports, Per hour \$160.00
Level 1 or 2 Risk Assessments, Per Hour \$195.00
Level 3 Risk Assessment By proposal
Presentation to City Council, etc., Per Hour \$160.00
Laboratory testing (i.e., Soil, limb, etc.) each at cost

GPS TREE DATA COLLECTION (Optional)

Collect and record GPS tree inventory data for each City-owned tree. Contractor agrees to provide use of its software program (ArborAccess) at no additional cost, while under an agreement for tree maintenance services. Data will be downloaded from ArborAccess periodically for all tree information and progress updates directly into City's software, Cartegraph. After Contractor is finished, the City shall own all the data in Cartegraph.

Collect 1 – 5,000 trees, Per tree site \$5.00
Collect over 5,000 trees, Per tree site \$4.00

PLANT HEALTH CARE SERVICES

Tree Canopy Spraying from ground level, per diameter inch \$6.00

Tree Canopy Spraying from aerial tower, per diameter inch \$6.00
Description: Foliar hydraulic spraying of recommended material.

Insecticide or Fungicide Trunk Banding, per diameter inch \$6.00
Description: Trunk spray of recommended material.

PGR Trunk Banding, per diameter inch \$6.00
Description: Trunk spray of recommended material to regulate plant growth.

Insecticide or PGR Soil Application (Cambistat), per diameter inch \$6.00
Description: Recommended insecticide soil injection or drench material to regulate plant growth.

Insecticide or Fungicide Soil Application, per diameter inch \$6.00
Description: Soil applied drench of recommended material.

Soil Injection Fertilization, per diameter inch \$6.00
Description: Soil applied injection of recommended material.

Soil Drenching Fertilization, per diameter inch \$6.00
Description: Soil application of recommended material.

Trunk Injection (Insecticide/Miticide), per diameter inch \$6.00

Description: Trunk injected recommended material.

Trunk Injection (Fungicide), per diameter inch \$6.00

Description: Trunk injected recommended material.

Trunk Injection (Insecticide & Fungicide Combo), per diameter inch \$8.00

Description: Combination of one time trunk injection of two recommended materials.

Avermectin Class Insecticide Injection, per diameter inch \$6.00

Description: Recommended trunk injection of Emamectin benzoate active ingredient.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor 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. Contractor 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. Contractor 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 Contractor 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. Contractor 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 Contractor 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. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Contractor 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. Contractor 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. Contractor 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 Contractor, his agents, representatives, employees or subContractors.

Primary/noncontributing. Coverage provided by Contractor 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 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 Contractor, or City will withhold amounts sufficient to pay premium from Contractor 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 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subContractors.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Notice of cancellation. Contractor 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 Contractor'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. Contractor agrees to ensure that its subContractors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with Contractors, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, City and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. 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 City.

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

Additional insurance. Contractor 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.

ITEM NO. 6.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Director of Public Works
Sean Calvillo, Director of Operations

DATE: October 22, 2025

SUBJECT: Consideration of Amendment No. 1 to the Capital Reserve Agreement with the Los Angeles County Metropolitan Transportation Authority for the Park and Ride Project

Background:

On September 24, 2020, the City and the Los Angeles County Metropolitan Transportation Authority ("LACMTA") entered into a Capital Reserve Agreement ("Existing CRA"), which provides for the Capital Reserve – Park and Ride Lot Project. The funds approved for the implementation of the project are \$289,325.00 for the relocation of the park and ride lot to be closer to the freeway which will better serve Foothill Transit Express Line 495 from Industry to downtown Los Angeles.

Discussion:

The term of the Existing CRA ended June 30, 2025, however, LACMTA prepared an amendment to extend the lapsing date of the project funds through June 30, 2030. This extension will ensure that all construction expenditures remain eligible for reimbursement. Staff do not expect the project to need any further extensions as the project site for the park and ride lot has been proposed on a portion of the parking lot at the Homestead Museum. The funds are intended to fund the construction of the park and ride lot portion. This project is approved in the City's adopted Capital Improvement Project budget.

Fiscal Impact:

There is no additional fiscal impact associated with Amendment No. 1. This project is approved in the adopted FY 25-26 Capital Improvement Project budget (MP 04-14 #1) for Prop A funds

(103-300-5205).

Recommendation:

It is recommended that the City Council approve Amendment No. 1 to the Existing CRA.

Exhibits:

1. Amendment No. 1 to the Capital Reserve Agreement between City of Industry and the Los Angeles County Metropolitan Transportation Authority

AMENDMENT No. 1
TO CAPITAL RESERVE AGREEMENT
BETWEEN CITY OF INDUSTRY AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to Capital Reserve Agreement (this "Amendment"), is dated as of June 30, 2025, by and between City of Industry ("City"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. City and the LACMTA entered into that certain Capital Reserve Agreement - MOUCRAINDUS20 dated September 24, 2020 (as amended, the "Existing CRA"), which Existing CRA provides for the Capital Reserve – Park and Ride Lot Project; and

B. On June 26, 2025, the LACMTA Board, authorized an extension of the term of the reserve account to June 30, 2030; and

C. City and LACMTA desire to amend the Existing CRA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Under "AGREEMENT paragraph 4," of the Existing CRA, the date "June 30, 2025" is hereby deleted and replaced with "June 30, 2030."

2. Except as expressly amended hereby, the Existing CRA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing CRA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the above date.

City of Industry

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

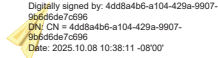
Date: _____

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

By: _____
Name: STEPHANIE WIGGINS
Title: Chief Executive Officer

Date: _____

Approved as to form:
DAWYN R. HARRISON
County Counsel

By:   _____
Deputy

Date:

10/8/2025

ATTACHMENT A

PROPOSED CAPITAL RESERVE ACCOUNTS (Project Summary)

JURISDICTION	PROJECT	AMOUNT	FUND	AGREEMENT TERMINATION/ REVIEW DATE
City of Hidden Hills (New)	<u>Project:</u> Round Meadow/Mureau Road Entry Intersection Improvement <u>Justification:</u> The City requires additional time to complete this project due to implementation delays preventing timely execution. This will prevent funds from lapsing. <u>VMT:</u> This project will likely increase VMT	\$100,000	Measure M 17% Local Return	6/30/30
City of Industry (Extension)	<u>Project:</u> Park and Ride Lot <u>Justification:</u> Additional time needed to complete construction of the project. <u>VMT:</u> This project will likely decrease VMT	\$289,325	Prop A 25% Local Return	Original date of termination 6/30/25 New date of termination 6/30/30
City of Lakewood (New)	<u>Project:</u> Street Improvement Rehabilitation and Engineering <u>Justification:</u> The capital reserve will assist in the completion of this long-term project and prevent funds from lapsing. <u>VMT:</u> This project will likely increase VMT	\$1,500,000 \$800,000	Prop C 20% Local Return Measure M 17% Local Return	6/30/30
City of Long Beach (New)	<u>Project:</u> Studebaker-Lyones Complete Streets <u>Justification:</u> Additional time and fund accumulation needed for project with construction scheduled to begin summer of 2025. <u>VMT:</u> This project will likely decrease VMT	\$3,200,000	Prop C 20% Local Return	6/30/30

JURISDICTION	PROJECT	AMOUNT	FUND	AGREEMENT TERMINATION/ REVIEW DATE
City of Lynwood (Extension)	<u>Project:</u> Transit Center Improvement <u>Justification:</u> Additional time needed to complete construction of the project. <u>VMT:</u> This project will likely decrease VMT	\$2,363,966	Prop A 25% Local Return	Original date of termination 6/30/25 New date of termination 6/30/30
City of South Pasadena (Amended)	<u>Project:</u> Street Repairs per Pavement Management System <u>Justification:</u> Additional funds needed to assist in the completion of this long-term project and prevent funds from lapsing. <u>VMT:</u> This project will likely increase VMT	Existing Amount \$85,000 Amend to add \$600,000 Amend to add \$800,000 Amend to add \$600,000	Measure R 15% Local Return Prop C 20% Local Return Measure M 17% Local Return	Existing 6/30/29
City of Whittier (Extension)	<u>Project:</u> Greenway Trail Bike Path Extension Gap Closure Project <u>Justification:</u> Additional time needed to complete construction of the project. <u>VMT:</u> This project will likely decrease VMT	\$1,228,462	Prop C 20% Local Return	Original date of termination 6/30/25 New date of termination 6/30/30

CAPITAL RESERVE AGREEMENT

This Capital Reserve Agreement (this “Agreement”) is entered into as of September 30, 2020, by and between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and the City of Industry (the “City”).

RECITALS:

A. The City receives Proposition A and Proposition C local return funds (the “Local Return Funds”) from LACMTA.

B. Pursuant to the Proposition A and Proposition C Local Return Guidelines (the “Guidelines”), which are incorporated herein by reference, the City has three years, beginning the last day of the Fiscal Year in which funds were originally allocated, to expend the Local Return Funds. By method of calculation, each jurisdiction has three years plus the Fiscal Year of allocation to expend the Local Return funds. This period is identified in the Guidelines as Timely Use of Funds.

C. As of Fiscal Year 2019-20, the City desires to commit and accumulate its Local Return Funds beyond the Timely Use of Funds period in order to provide the funds for a Fairway Grade Separation Project as more particularly described in City’s project description attached hereto as Exhibit A (the “Project”).

D. The LACMTA Board at its September 16, 2020 board meeting approved the City’s establishment of a capital reserve fund for the Project.

NOW, THEREFORE, the parties hereby desire to agree to the following terms and conditions:

AGREEMENT

1. The City acknowledges that establishing a capital reserve fund for the Project constitutes a long term financial and planning commitment.
2. The City shall establish a separate interest bearing account or sub-account to be designated as the Capital Reserve Account for the Project. The City desires to set aside \$2,000,000 of its Proposition A Local Return Funds into the Capital Reserve Account. Commencing with Fiscal Year 2019-20 and for each Fiscal Year thereafter, the City shall deposit into the Capital Reserve Account the amount specified in its Project Annual Update submitted to LACMTA for that fiscal year, provided, however, if the City fails to submit its Project Annual Update, the City shall deposit into the Capital Reserve Account its Local Return Funds in an amount equal to the amount deposited into the Capital Reserve Account for the immediately preceding fiscal year. In no event will the total aggregate amount deposited by City into the Capital Reserve Account exceed \$2,000,000 Proposition A.

3. All interest accruing on the Capital Reserve Account shall remain in such account.
4. The City shall complete the Project by June 30, 2025. If the Project is not completed by this date, any unexpended funds shall lapse and be returned to LACMTA for further programming.
5. The City shall comply with all terms and conditions for the Capital Reserve Account as provided in the Proposition A and Proposition C Local Return Guidelines, including, without limitation, the following:
 - A. Each fiscal year, submitting the following items:
 - (i) an annual project update, including the amount to be reserved and the current project status as determined by the Local Return Management System requirements;
 - B. Every five years commencing with the Commencement Date of this Agreement, LACMTA will evaluate the Capital Reserve Account, the status of the Project and the projected amount of available funds. Based on this evaluation, LACMTA may require the City to take certain actions including, without limitation, terminating the Capital Reserve Account.
 - C. If the City uses the Local Return Funds in the Capital Reserve Account for a project different from the Project described above, the City shall return an amount equal to the improperly used funds to the Proposition A Central Account held by LACMTA. If the City fails to return the amount within 30 days from the date LACMTA notifies City that it must return the funds, the City hereby authorizes LACMTA to offset future Local Return allocations to the City in an amount equal to the improperly used funds.
 - D. If the City fails to complete the Project as specified by the date in paragraph 4 above, the Local Return Funds in the Capital Reserve Account may be subject to lapse unless otherwise agreed to in writing by the parties.
 - E. If the Project is a rail project, LACMTA may decide that the rail corridor is no longer a high priority. LACMTA can then terminate this Agreement and the City shall:
 - (i) close the Capital Reserve Account and return the outstanding balance of the Capital Reserve Account, including accrued interest (the "Returned Funds"), to the City's local return account; and
 - (ii) reprogram the Returned Funds to be used within three years from the termination date of this Agreement. Any funds remaining after such three-year period shall lapse.

- F. If the City, independent of LACMTA action, desires to reprogram all or part of the funds in the Capital Reserve Account, the City must prior to such reprogramming, receive LACMTA's written approval. The City shall provide LACMTA with notice of its desire to reprogram the funds in the Capital Reserve Account and indicate the proposed use of the funds to be reprogrammed and the effect of such reprogramming on the Project. LACMTA approval may be based on, among other things, whether after exhausting all Local Return funds, additional funds are necessary to meet the City's critical immediate or pending transit needs. If LACMTA approves reprogramming the funds, this Agreement shall be amended or terminated as appropriate. If LACMTA does not approve reprogramming the funds, the City must continue the Capital Reserve Account as provided herein or draw the funds down for LACMTA approved capital related project.
6. This Agreement shall commence on September 30, 2020. This Agreement shall continue until such time as terminated by either party with a 30 day written notice under the conditions set forth in the Proposition A and Proposition C Local Return Guidelines.

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:
City of Industry

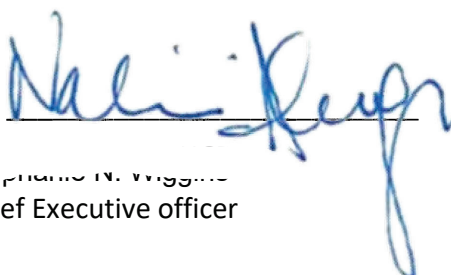
Los Angeles County Metropolitan
Transportation Authority

DocuSigned by:



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Mayor/City Manager

By: 

Christopher N. Viggo
Chief Executive officer

Date: 11/30/2022

Date: 1/3/2023

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DocuSigned by:



AE7227416D9D4B8...

Legal Counsel

By: 

Deputy

Date: 11/30/2022

Date: 11/22/2022

CAPITAL RESERVE AGREEMENT

This Capital Reserve Agreement (this “Agreement”) is entered into as of September 30, 2020, by and between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and the City of Industry (the “City”).

RECITALS:

A. The City receives Proposition A and Proposition C local return funds (the “Local Return Funds”) from LACMTA.

B. Pursuant to the Proposition A and Proposition C Local Return Guidelines (the “Guidelines”), which are incorporated herein by reference, the City has three years, beginning the last day of the Fiscal Year in which funds were originally allocated, to expend the Local Return Funds. By method of calculation, each jurisdiction has three years plus the Fiscal Year of allocation to expend the Local Return funds. This period is identified in the Guidelines as Timely Use of Funds.

C. As of Fiscal Year 2019-20, the City desires to commit and accumulate its Local Return Funds beyond the Timely Use of Funds period in order to provide the funds for a Park and Ride Lot Project as more particularly described in City’s project description attached hereto as Exhibit A (the “Project”).

D. The LACMTA Board at its September 16, 2020 board meeting approved the City’s establishment of a capital reserve fund for the Project.

NOW, THEREFORE, the parties hereby desire to agree to the following terms and conditions:

AGREEMENT

1. The City acknowledges that establishing a capital reserve fund for the Project constitutes a long term financial and planning commitment.
2. The City shall establish a separate interest bearing account or sub-account to be designated as the Capital Reserve Account for the Project. The City desires to set aside \$289,325 of its Proposition A Local Return Funds into the Capital Reserve Account. Commencing with Fiscal Year 2019-20 and for each Fiscal Year thereafter, the City shall deposit into the Capital Reserve Account the amount specified in its Project Annual Update submitted to LACMTA for that fiscal year, provided, however, if the City fails to submit its Project Annual Update, the City shall deposit into the Capital Reserve Account its Local Return Funds in an amount equal to the amount deposited into the Capital Reserve Account for the immediately preceding fiscal year. In no event will the total aggregate amount deposited by City into the Capital Reserve Account exceed \$289,325 Proposition A.

3. All interest accruing on the Capital Reserve Account shall remain in such account.
4. The City shall complete the Project by June 30, 2025. If the Project is not completed by this date, any unexpended funds shall lapse and be returned to LACMTA for further programming.
5. The City shall comply with all terms and conditions for the Capital Reserve Account as provided in the Proposition A and Proposition C Local Return Guidelines, including, without limitation, the following:
 - A. Each fiscal year, submitting the following items:
 - (i) an annual project update, including the amount to be reserved and the current project status as determined by the Local Return Management System requirements;
 - B. Every five years commencing with the Commencement Date of this Agreement, LACMTA will evaluate the Capital Reserve Account, the status of the Project and the projected amount of available funds. Based on this evaluation, LACMTA may require the City to take certain actions including, without limitation, terminating the Capital Reserve Account.
 - C. If the City uses the Local Return Funds in the Capital Reserve Account for a project different from the Project described above, the City shall return an amount equal to the improperly used funds to the Proposition A Central Account held by LACMTA. If the City fails to return the amount within 30 days from the date LACMTA notifies City that it must return the funds, the City hereby authorizes LACMTA to offset future Local Return allocations to the City in an amount equal to the improperly used funds.
 - D. If the City fails to complete the Project as specified by the date in paragraph 4 above, the Local Return Funds in the Capital Reserve Account may be subject to lapse unless otherwise agreed to in writing by the parties.
 - E. If the Project is a rail project, LACMTA may decide that the rail corridor is no longer a high priority. LACMTA can then terminate this Agreement and the City shall:
 - (i) close the Capital Reserve Account and return the outstanding balance of the Capital Reserve Account, including accrued interest (the "Returned Funds"), to the City's local return account; and
 - (ii) reprogram the Returned Funds to be used within three years from the termination date of this Agreement. Any funds remaining after such three-year period shall lapse.

- F. If the City, independent of LACMTA action, desires to reprogram all or part of the funds in the Capital Reserve Account, the City must prior to such reprogramming, receive LACMTA's written approval. The City shall provide LACMTA with notice of its desire to reprogram the funds in the Capital Reserve Account and indicate the proposed use of the funds to be reprogrammed and the effect of such reprogramming on the Project. LACMTA approval may be based on, among other things, whether after exhausting all Local Return funds, additional funds are necessary to meet the City's critical immediate or pending transit needs. If LACMTA approves reprogramming the funds, this Agreement shall be amended or terminated as appropriate. If LACMTA does not approve reprogramming the funds, the City must continue the Capital Reserve Account as provided herein or draw the funds down for LACMTA approved capital related project.
6. This Agreement shall commence on September 30, 2020. This Agreement shall continue until such time as terminated by either party with a 30 day written notice under the conditions set forth in the Proposition A and Proposition C Local Return Guidelines.

MOUCRAINDUS20

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:
City of Industry

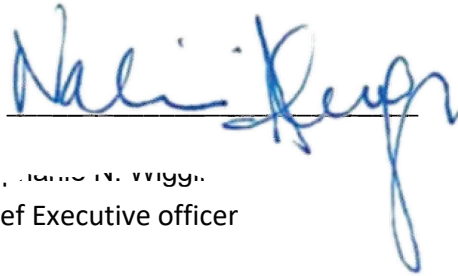
Los Angeles County Metropolitan
Transportation Authority

DocuSigned by:



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Mayor/City Manager

By: 

John N. Virgin

Chief Executive officer

Date: 11/30/2022

Date: 1/3/2023

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Dawyn R. Harrison

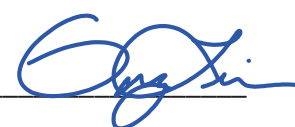
Interior Counsel

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Legal Counsel

By: 

Deputy

Date: 11/30/2022

Date: 11/22/2022

ITEM NO. 6.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Joshua Nelson, City Manager

DATE: October 22, 2025

SUBJECT: Consideration of the closure of City Hall from December 24, 2025, through January 2, 2026

Discussion:

According to the Council approved employee handbook, the City Manager may designate additional holidays. The official holidays are December 24th, December 25th, half-day on December 31st, and January 1st. In observance of the Christmas and New Year holidays, Staff recommends closing City Hall and adjusting the holidays to be from Wednesday, December 24, 2025, through Friday, January 2, 2026, and reopening on Monday, January 5, 2026, which would be an additional 30 hours of holiday pay.

Recommendation:

Staff recommends closing City Hall from December 24, 2025, through January 2, 2026.

JN:lh