



CITY COUNCIL REGULAR MEETING AGENDA

FEBRUARY 26, 2026 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.

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

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: 293 211 784 245 29

Meeting Passcode: HV9Bq7BQ

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 120 388 006#

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.

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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 February 26, 2026

RECOMMENDED ACTION:

Approve the Register of Demands and authorize the appropriate personnel to pay the bills.

- 6.2. Consideration of Closeout Change Order No. 12 and Notice of Completion for Contract No. CITY-1442, Nelson Avenue Intersection Improvements at Puente Avenue and Sunset Avenue with Alfaro Communications Construction Inc.

RECOMMENDED ACTION:

Approve Change Order No. 12 and Authorize the Director of Public Works to execute the Notice of Completion for the project.

- 6.3. Presentation of the FY 2025-2026 Mid-Year Budget Report, and Consideration of Resolution No. CC 2026-05, adopting the City's Fiscal Year 2025-2026 Proposed Mid-Year Budget Amendments, and FY 2025-2026 Proposed Mid-Year Budget Amendments for the Capital Improvement Program Budget

RECOMMENDED ACTION:

Receive and file the FY 26 Mid-Year Budget Report, and adopt Resolution No. CC 2026-05, approving the Proposed FY 26 Mid-Year Budget Amendments.

- 6.4. Consideration of Amendment No. 3 to the Professional Services Agreement with D.S. Ewing Architects, Inc., to provide architectural design services for the City Council Chambers and IBC Building Improvement project, revising the scope of services, and increasing compensation by \$230,000.00

RECOMMENDED ACTION:

RECOMMENDED ACTION: Approve the Amendment.

- 6.5. Consideration of Award of Contract No. CITY-1501, Kella Avenue and Rooks Road Storm Drain and Pavement Rehabilitation to Gentry General Engineering, Inc. in an amount not to exceed \$1,035,847.40 and adopt Notice of Exemption regarding same

RECOMMENDED ACTION: *RECOMMENDED ACTION: Award the contract to Gentry General Engineering, Inc. in an amount not to exceed \$1,035,847.40.*

- 6.6. Second Reading and Adoption of an Ordinance Amending Title 17 (Zoning) of the City of Industry Municipal Code to Amend Section 17.16.010 (Permitted Uses) of Chapter 17.16 (Industrial Zone), and Add Chapter 17.20 (Battery Energy Storage System Facilities) to Title 17 (Zoning), of the City of Industry Municipal Code

RECOMMENDED ACTION: *Adopt Ordinance No. 838.*

- 6.7. Consideration of Resolution No. CC 2026-07 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY APPROVING THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN THE MOYNIER GOLF COURSE PROPERTY, LLC, BEAD GOLF COURSE PROPERTIES, LLC, LARSEN FAMILY TRUST, DATED JANUARY 22, 1992, JUAN CARLOS LOPEZ, AS SUCCESSOR TRUSTEE OF THE MARY K. AIREY 2019 REVOCABLE TRUST, DATED SEPTEMBER 27, 2019, MATTHEW E. AIREY AND CHRISTY A. AIREY, AS TRUSTEES OF THE AIREY REVOCABLE LIVING TRUST DATED MARCH 13, 2017, AND REGINA MARIE AIREY, AS TRUSTEE OF THE REGINA AIREY TRUST DATED FEBRUARY 15, 2018, AND THE CITY OF INDUSTRY FOR PROPERTY AT 19722 BUSINESS PARKWAY, ROWLAND HEIGHTS, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: *Adopt Resolution No. CC 2026-07.*

- 7. **ACTION ITEMS-NONE**
- 8. **PUBLIC HEARINGS-NONE**
- 9. **CLOSED SESSION**
- 10. **CITY MANAGER REPORTS**
- 11. **AB 1234 REPORTS**
- 12. **CITY COUNCIL COMMUNICATIONS**

13. PUBLIC COMMENTS

14. Adjournment. The next regular City Council Meeting is Thursday, March 12, 2026, at 9:00 AM.

ITEM NO. 6.1

**CITY OF INDUSTRY
 AUTHORIZATION FOR PAYMENT OF BILLS
 CITY COUNCIL MEETING OF FEBRUARY 26, 2026**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	5,375,230.92
103	PROP A FUND	6,284.59
107	MEASURE W FUND	55,686.00
120	CAPITAL IMPROVEMENTS	288,717.20
440	INDUSTRY PUBLIC FACILITY AUTHORITY	1,390.00
TOTAL ALL FUNDS		5,727,308.71

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOOUNT	1,738,041.96
PROP/A	PROP A - CKING ACCOUNT	6,284.59
M/W	MEASURE W - CKING ACCOUNT	55,686.00
WFBK	GENERAL OVERRIDE BOND	347,630.64
WFBK	WELLS FARGO - CKING ACCOUNT	3,579,665.52
TOTAL ALL BANKS		5,727,308.71

APPROVED PER CITY MANAGER



DATE

2.19.26

**CITY OF INDUSTRY
BANK OF AMERICA
February 26, 2026**

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
WT1457	02/05/2026		JOHN HANCOCK USA	\$7,086.35
	Invoice	Date	Description	Amount
	1/3/26-1/16/26	02/05/2026	PARS CONTRIBUTIUONS FOR 1/3/26-1/16/26	\$7,086.35
WT1458	02/10/2026		MIDAMERICA ADMINISTRATIVE & RET	\$141,869.26
	Invoice	Date	Description	Amount
	MAR/APR2026	02/10/2026	RETIREE HEALTH PREMIUM REIMBURSEMENTS	\$141,869.26
WT1459	02/12/2026		JOHN HANCOCK USA	\$7,086.35
	Invoice	Date	Description	Amount
	1/17/26-1/30/26	02/12/2026	PARS CONTRIBUTIONS FOR 1/17/26-1/30/26	\$7,086.35
24612	02/11/2026		CITY OF INDUSTRY	\$1,582,000.00
	Invoice	Date	Description	Amount
	2/11/2026	02/11/2026	TRANSFER FUNDS-CITY REG 2/12/26	\$1,582,000.00

Checks	Status	Count	Transaction Amount
	Total	4	\$1,738,041.96

**CITY OF INDUSTRY
PROP A
February 26, 2026**

Check	Date			Payee Name	Check Amount
PROPA.CHK - Prop A Checking					
90755	02/26/2026			INDUSTRY SECURITY SERVICES	\$5,704.00
	Invoice	Date	Description		Amount
	SG-ML-2076	02/06/2026	SECURITY SVC-METROLINK		\$2,852.00
	SG-ML-2077	02/13/2026	SECURITY SVC-METROLINK		\$2,852.00
90756	02/26/2026			VALLEY VISTA SERVICES, INC	\$580.59
	Invoice	Date	Description		Amount
	3424516	02/01/2026	DISP SVC-METROLINK		\$580.59

Checks	Status	Count	Transaction Amount
	Total	2	\$6,284.59

**CITY OF INDUSTRY
MEASURE W
February 26, 2026**

Check	Date	Payee Name		Check Amount
MEASUREW.WF.CHK - Measure W Wells Fargo Checking				
300198	02/26/2026	ANNEALTA GROUP		\$55,686.00
	Invoice	Date	Description	Amount
	497-3746	02/09/2026	STORMWATER COMPLIANCE-JAN 2026	\$55,686.00

Checks	Status	Count	Transaction Amount
	Total	1	\$55,686.00

**CITY OF INDUSTRY
WELLS FARGO GENERAL OVERRIDE BOND
February 26, 2026**

Check	Date	Payee Name	Check Amount
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CITY.WF.GOB - City GOB Override Wells Fargo

700004	02/26/2026		SEQUEL CONTRACTORS, INC	\$347,630.64
	Invoice	Date	Description	Amount
	#3CITY-1528R	02/01/2026	ANNUAL PAVEMENT REHABILITATION FY 23	\$365,927.00

Checks	Status	Count	Transaction Amount
	Total	1	\$347,630.64

**CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFERS
February 26, 2026**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
WT10097	02/12/2026	INDUSTRY PROPERTY & HOUSING AU		\$39,000.00
	Invoice	Date	Description	Amount
	2/12/2026	02/12/2026	TRANSFER FUNDS-IPHMA REG 2/11/26	\$39,000.00
WT10098	02/12/2026	CIVIC RECREATIONAL INDUSTRIAL AU		\$243,000.00
	Invoice	Date	Description	Amount
	2/12/2026	02/12/2026	TRANSFER FUNDS-CRIA REG 2/11/26	\$243,000.00

Checks	Status	Count	Transaction Amount
	Total	2	\$282,000.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
86751	02/10/2026		DIRECTV - FOR BUSINESS	\$107.00
	Invoice	Date	Description	Amount
	034740128X260131	01/31/2026	RSN/TV ACCESS FEES	\$107.00
86752	02/10/2026		GRANITE TELECOMMUNICATIONS, LL	\$420.64
	Invoice	Date	Description	Amount
	733126434	02/01/2026	PHONE SVC FOR FIRE ALARMS-HOMESTEAD	\$420.64
86753	02/10/2026		L A COUNTY REGISTRAR-RECORDER	\$3,068.75
	Invoice	Date	Description	Amount
	2/3/2026	02/03/2026	FILING FEE-NOTICE OF DETERMINATION JN 9428	\$3,068.75
86754	02/10/2026		PURCHASE POWER	\$200.00
	Invoice	Date	Description	Amount
	1/8/2026	02/05/2026	POSTAGE REFILL ON 1/8/26	\$200.00
86755	02/10/2026		TPX COMMUNICATIONS	\$4,768.70
	Invoice	Date	Description	Amount
	189176262-0	01/31/2026	INTERNET SVC-CITY HALL/METRO SOLAR	\$4,768.70
86756	02/10/2026		TPX COMMUNICATIONS	\$710.22
	Invoice	Date	Description	Amount
	189159394-0	01/31/2026	TEL/INTERNET-HOMESTEAD	\$710.22
86757	02/11/2026		AT & T	\$179.00
	Invoice	Date	Description	Amount
	2385131112	01/23/2026	12/19-1/18/26 SVC-600 S BREA CYN-METROLINK	\$179.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
86758	02/11/2026		FRONTIER	\$113.80
	Invoice	Date	Description	Amount
	2026-00001279	01/19/2026	1/19-2/18/26 SVC-FOLLOW'S CAMP	\$113.80
86759	02/11/2026		INDUSTRY PUBLIC UTILITIES	\$582.66
	Invoice	Date	Description	Amount
	2026-00001281	02/01/2026	11/17-1/20/26 SVC-VALLEY & 7TH (IRRI)	\$582.66
86760	02/11/2026		SAN GABRIEL VALLEY WATER CO.	\$55.48
	Invoice	Date	Description	Amount
	2026-00001282	01/26/2026	12/16-1/22/26 SVC-336 EL ENCANTO	\$55.48
86761	02/11/2026		SOCALGAS	\$156.29
	Invoice	Date	Description	Amount
	2026-00001280	01/26/2026	12/22-1/22/26 SVC-15415 E DON JULIAN	\$156.29
86762	02/11/2026		SOUTHERN CALIFORNIA EDISON	\$4,161.93
	Invoice	Date	Description	Amount
	2026-00001266	01/28/2026	12/29-1/27/26 SVC-205 N HUDSON AVE	\$410.78
	2026-00001268	01/26/2026	12/22-1/21/26 SVC-575 BREA CYN RD	\$9.72
	2026-00001269	01/26/2026	12/24-1/25/26 SVC-VARIOUS SITES	\$2,012.29
	2026-00001270	01/26/2026	12/24-1/25/26 SVC-VARIOUS SITES	\$267.00
	2026-00001271	01/23/2026	12/19-1/20/26 SVC-1015 NOGALES ST	\$1,462.14
86763	02/11/2026		SOUTHERN CALIFORNIA EDISON	\$1,330.84
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
February 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2026-00001267	01/28/2026	12/29-1/27/26 SVC-15530 STAFFORD ST	\$1,330.84
86764	02/11/2026		SUBURBAN WATER SYSTEMS	\$657.10
	Invoice	Date	Description	Amount
	180013892760	01/22/2026	12/20-1/22/26 SVC-AZUSA & GEMINI	\$657.10
86765	02/11/2026		T-MOBILE	\$20.87
	Invoice	Date	Description	Amount
	IN149-2737	02/02/2026	2/1-2/28/26 SVC-TONNER GUARD SHACK	\$20.87
86766	02/11/2026		VERIZON WIRELESS - LA	\$911.08
	Invoice	Date	Description	Amount
	6134523753	01/26/2026	11/27-12/26/26 SVC-VARIOUS WIRELESS SVC	\$911.08
86767	02/18/2026		AT & T	\$8.65
	Invoice	Date	Description	Amount
	2026-00001291	02/01/2026	2/1-2/28/26 SVC-CITY WHITE PGS LISTING	\$8.65
86768	02/18/2026		AT & T	\$703.33
	Invoice	Date	Description	Amount
	1575101117	01/29/2026	1/29-2/28/26 SVC-METROLINK T1 CIRCUIT	\$703.33
86769	02/18/2026		FRONTIER	\$2,556.58
	Invoice	Date	Description	Amount
	2026-00001300	02/02/2026	2/2-3/1/26 SVC-IH GOLF COURSE FUEL PUMP	\$174.38
	2026-00001301	02/01/2026	2/1-2/28/26 SVC-VARIOUS SITES	\$1,467.41
	2026-00001302	02/02/2026	2/2-3/1/26 SVC-1015 NOGALES ST	\$93.28

**CITY OF INDUSTRY
WELLS FARGO BANK
February 26, 2026**

Check	Date	Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo				
	2026-00001303	02/02/2026 2/2-3/1/26 SVC-INTERNET HOMESTEAD	\$821.51	
86770	02/18/2026	INDUSTRY PUBLIC UTILITY COMMISSI	\$23,575.26	
	Invoice	Date	Description	Amount
	2026-00001292	02/06/2026	1/1-2/1/26 SVC-16296 TEMPLE AVE A	\$13.16
	2026-00001293	02/06/2026	1/1-2/1/26 SVC-19296 TEMPLE AVE B	\$295.93
	2026-00001294	02/06/2026	1/1-2/1/26 SVC-600 BREA CYN	\$12,792.89
	2026-00001295	02/06/2026	1/1-2/1/26 SVC-600 S BREA CYN RD CHARGING STN	\$10,473.28
86771	02/18/2026	SAN GABRIEL VALLEY WATER CO.	\$10,401.10	
	Invoice	Date	Description	Amount
	2026-00001312	01/29/2026	12/29-1/28/26 SVC-IRRIG SALT LAKE/SEVENTH	\$248.94
	2026-00001313	01/28/2026	12/29-1/27/26 SVC-CROSSROADS PKWY S	\$363.76
	2026-00001314	01/28/2026	12/29-1/27/26 SVC-STA 103-80 CROSSROADS PKWY S	\$238.70
	2026-00001315	01/28/2026	12/29-1/27/26 SVC-CROSSROADS PKWY S	\$2,907.48
	2026-00001316	01/28/2026	12/29-1/27/26 SVC-CROSSROADS PKWY N	\$3,355.33
	2026-00001317	01/28/2026	12/29-1/27/26 SVC-STA 129-00 CROSSROADS PKWY N	\$1,031.03
	2026-00001318	01/28/2026	12/29-1/27/26 SVC-STA 111-50 CROSSROADS PKWY N	\$290.38
	2026-00001319	01/28/2026	12/29-1/27/26 SVC-PELLISSIER	\$455.69
	2026-00001320	01/28/2026	12/29-1/27/26 SVC-PELLISSIER	\$347.80
	2026-00001321	01/28/2026	12/29-1/27/26 SVC-S/E COR OF PELLISSIER	\$1,161.99
86772	02/18/2026	SOCALGAS	\$5,472.84	
	Invoice	Date	Description	Amount
	2026-00001285	02/02/2026	12/31-1/29/26 SVC-710 NOGALES ST	\$5.85
	2026-00001286	02/02/2026	12/31-1/29/26 SVC-1015 NOGALES ST	\$12.82
	2026-00001287	02/06/2026	1/7-2/4/26 SVC-15651 MAYOR DAVE WAY	\$575.36

**CITY OF INDUSTRY
WELLS FARGO BANK
February 26, 2026**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
2026-00001288	02/06/2026	1/7-2/4/26 SVC-15633 RAUSCH	\$674.61
2026-00001289	02/06/2026	1/7-2/4/26 SVC-15625 MAYOR DAVE WAY APT A	\$2,485.77
2026-00001290	02/06/2026	1/7-2/4/26 SVC-15625 MAYOR DAVE WAY SPT B	\$1,718.43
86773	02/18/2026	SOUTHERN CALIFORNIA EDISON	\$63,967.14
Invoice	Date	Description	Amount
2026-00001322	02/02/2026	1/1-1/31/26 SVC-VARIOUS SITES	\$10,621.93
2026-00001323	02/03/2026	1/5-2/2/26 SVC-15625 MAYOR DAVE WAY	\$2,767.54
2026-00001324	02/03/2026	1/5-2/2/26 SVC-15625 MAYOR DAVE WAY	\$3,711.78
2026-00001325	02/03/2026	12/15-1/14/26 SVC-15653 MAYOR DAVE WAY EV	\$41.15
2026-00001326	02/05/2026	1/1-1/31/26 SVC-600 S BREA CYN METROLINK	\$97.62
2026-00001327	02/03/2026	1/5-2/2/26 SVC-15651 MAYOR DAVE WAY	\$2,322.13
2026-00001328	02/02/2026	1/1-1/31/26 SVC-600 S BREA CYN A-METROLINK	\$22.12
2026-00001329	02/02/2026	1/1-1/31/26 SVC-600 S BREA CYN	\$388.14
2026-00001330	02/02/2026	1/1-1/31/26 SVC-VARIOUS SITES	\$9,253.74
2026-00001331	02/02/2026	1/1-1/31/26 SVC-133 N AZUSA AVE	\$126.98
2026-00001332	02/02/2026	1/1-1/31/26 SVC-VARIOUS SITES	\$27,180.60
2026-00001333	02/02/2026	1/1-1/31/26 SVC-NOGALES ST/ SAN JOSE AVE	\$198.32
2026-00001334	02/02/2026	1/1-1/31/26 SVC-VARIOUS SITES	\$28.72
2026-00001335	02/02/2026	1/1-1/31/26 SVC-VARIOUS SITES	\$207.97
2026-00001336	02/03/2026	1/5-2/2/26 SVC-15660 STAFFORD ST	\$2,329.09
2026-00001337	02/05/2026	1/7-2/4/26 SVC-1123 HATCHER AVE STE A	\$597.85
2026-00001338	02/10/2026	1/10-2/9/26 SVC-122 N PUENTE AVE U1	\$142.90
2026-00001339	02/10/2026	1/10-2/9/26 SVC-122 N PUENTE AVE U1 PED	\$97.43
2026-00001340	02/10/2026	1/10-2/9/26 SVC-575 BALDWIN PARK BLVD U	\$113.58
2026-00001341	02/10/2026	1/7-2/4/26 SVC-VARIOUS SITES	\$52.98
2026-00001342	01/30/2026	12/16-1/14/26 SVC-VARIOUS SITES	\$3,664.57

**CITY OF INDUSTRY
WELLS FARGO BANK
February 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
86774	02/18/2026		SUBURBAN WATER SYSTEMS	\$263.09
	Invoice	Date	Description	Amount
	180042703450	01/29/2026	12/31-1/29/26 SVC-NE CNR VALLEY/STIMS	\$263.09
86775	02/18/2026		T-MOBILE	\$120.00
	Invoice	Date	Description	Amount
	983372277-43	02/09/2026	1/1-1/31/26 SVC-YAL & TONNER CYN HOT SPOT	\$120.00
86776	02/18/2026		THREE VALLEYS MUNICIPAL WATER I	\$2,685.93
	Invoice	Date	Description	Amount
	6862	01/31/2026	1/1-1/31/26 SVC-TONNER CYN	\$2,685.93
86777	02/26/2026		ANDRUES/PODBERESKY, APLC	\$78,100.50
	Invoice	Date	Description	Amount
	03921	02/03/2026	LEGAL SVC-JAN 2026	\$78,100.50
86778	02/26/2026		ANNEALTA GROUP	\$89,280.00
	Invoice	Date	Description	Amount
	497-3745	02/09/2026	GENERAL DEV SVC-JAN 2026	\$42,653.00
	497-3747	02/09/2026	GENERAL PLANNING SVC-JAN 2026	\$23,993.00
	497-3748	02/09/2026	16207, 16233 & 16253 GALE AVE	\$13,968.00
	497-3749	02/09/2026	16010 & 16020 PHOENIX	\$3,390.00
	497-3750	02/09/2026	184 S 6TH ST	\$1,630.00
	497-3751	02/09/2026	720 SEVENTH AVE	\$172.00
	497-3752	02/09/2026	1015 AZUSA AVE	\$3,474.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
86779	02/26/2026		B2 PRINT, LLC	\$174.63
	Invoice	Date	Description	Amount
	0013703	01/27/2026	BUSINESS CARDS-BETH, CORY	\$174.63
86780	02/26/2026		BAVCO	\$2,224.62
	Invoice	Date	Description	Amount
	366258	11/25/2025	BACKFLOW MATERIALS-CITY	\$2,224.62
86781	02/26/2026		BLAKE AIR CONDITIONING COMPANY	\$1,128.30
	Invoice	Date	Description	Amount
	69951	02/03/2026	REPAIR THERMOSTAT-CITY HALL	\$293.77
	69975	02/06/2026	REPAIR HVAC-EL ENCANTO	\$544.28
	69856	01/09/2026	REPAIR THERMOSTAT-IBC	\$116.10
	69781	12/17/2025	SERVICE HVAC-IBC	\$116.10
	69877	01/14/2026	SERVICE THERMOSTAT-IBC	\$58.05
86782	02/26/2026		BOWSER GEOSPATIAL, LLC	\$6,923.75
	Invoice	Date	Description	Amount
	1011	02/02/2026	MANAGE/MAINT OF CITY'S GIS DATABASE	\$6,923.75
86783	02/26/2026		CASSO & SPARKS, LLP	\$178,090.89
	Invoice	Date	Description	Amount
	21197	02/17/2026	SA-LEGAL FEES FOR OCT-JAN 2026	\$6,318.90
	21193	02/17/2026	COI-LEGAL FEES FOR JAN 2026	\$150,950.49
	21193-A	02/17/2026	LEGAL FEES-16207, 16233 & 16253 GALE AVE	\$14,760.00
	21193-B	02/17/2026	LEGAL FEES-17871 CASTLETON ST	\$1,476.00
	21193-C	02/17/2026	LEGAL FEES-16010, 16020 PHOENIX DR & 901 S STIMSK	\$3,259.50

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	21193-D	02/17/2026	LEGAL FEES-1600 AZUSA AVE	\$1,326.00
86784	02/26/2026		CINTAS CORPORATION LOC 693	\$647.78
	Invoice	Date	Description	Amount
	4258961484	02/09/2026	DOOR MATS	\$82.62
	9357604764	01/31/2026	LEASE FOR AED MACHINE-IBC	\$164.63
	5318419207	02/13/2026	FIRST AID SUPPLIES	\$317.91
	4259762878	02/16/2026	DOOR MATS	\$82.62
86785	02/26/2026		CITY OF INDUSTRY	\$199.27
	Invoice	Date	Description	Amount
	2026-00000039	01/31/2026	IH FUELS PUMP-CITY HALL VEHICLES	\$199.27
86786	02/26/2026		CITY OF INDUSTRY-PAYROLL ACCT	\$175,000.00
	Invoice	Date	Description	Amount
	PR P/E 2/20/26	02/18/2026	REPLENISH PAYROLL P/E 2/20/26	\$175,000.00
86787	02/26/2026		CNC ENGINEERING	\$255,161.25
	Invoice	Date	Description	Amount
	514347	02/12/2026	SOLAR INSTALLATION AT CITY HALL	\$4,867.50
	514348	02/12/2026	EL ENCANTO ROOF REFURB	\$4,935.00
	514349	02/12/2026	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	\$3,637.50
	514350	02/12/2026	KELLA AVE STORM DRAIN	\$2,853.75
	514351	02/12/2026	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$8,410.00
	514352	02/12/2026	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$10,585.00
	514353	02/12/2026	GENERAL ENG SVC-STREET LIGHTS	\$830.00
	514354	02/12/2026	GENERAL ENG SVC-STREETLIGHT IMPROVE AT ROWI	\$1,295.00

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WELLS FARGO BANK
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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
514355	02/12/2026	GENERAL ENG SVC 1/19-2/8/26	\$53,642.50
514356	02/12/2026	GENERAL ENG SVC-STREET LIGHT IMPROVE AT PROI	\$13,447.50
514357	02/12/2026	GENERAL ENG SVC-STREET INSPECTIONS	\$15,486.25
514358	02/12/2026	GENERAL ENG SVC-BACKFLOW DEVICE MAINT	\$1,771.25
514359	02/12/2026	GENERAL ENG SVC-FIELD OPERATIONS SERVICES	\$23,483.75
514360	02/12/2026	GENERAL ENG SVC-16207,16233, & 16253 GALE AVE	\$180.00
514361	02/12/2026	GENERAL ENG SVC-184 S 6TH AVE & 14436 VALLEY BL	\$8,390.00
514362	02/12/2026	GENERAL ENG SVC-DEV PLANS AT 3951 CAPITOL AVE	\$510.00
514363	02/12/2026	GENERAL ENG SVC 1/19-2/8/26	\$2,000.00
514364	02/12/2026	GENERAL ENG SVC-COUNTER SERVICE	\$17,902.50
514365	02/12/2026	GENERAL ENG SVC-TRAFFIC	\$995.00
514366	02/12/2026	GENERAL ENG SVC-PERMITS	\$29,397.50
514367	02/12/2026	GENERAL ENG SVC-PLAN APPROVAL	\$6,105.00
514368	02/12/2026	GENERAL ENG SVC-STREETLIGHT KNOCKDOWNS	\$397.50
514369	02/12/2026	NPDES STORM WATER	\$5,422.50
514370	02/12/2026	SEWER MANAGEMENT SYSTEM	\$900.00
514371	02/12/2026	GENERAL ENG SVC-16010, 16020 PHEONIX DR.	\$840.00
514372	02/12/2026	GENERAL ENG SVC-15051 DON JULIAN RD WAREHOU.	\$1,050.00
514373	02/12/2026	GENERAL ENG SVC-530 N BALDWIN PARK BLVD	\$1,650.00
514374	02/12/2026	GENERAL ENG SVC-14940 PROCTOR AVE	\$1,925.00
514375	02/12/2026	GENERAL ENG SVC-200 OLD RANCH RD	\$220.00
514376	02/12/2026	GENERAL ENG SVC-15051 DON JULIAN RD WAREHOU.	\$315.00
514377	02/12/2026	GENERAL ENG SVC-16425 GALE AVE	\$105.00
514378	02/12/2026	GENERAL ENG SVC-16207,16233, & 16253 GALE AVE	\$2,960.00
514379	02/12/2026	GENERAL ENG SVC-3951 CAPITOL AVE	\$210.00
514380	02/12/2026	TONNER CYN PROPERTY	\$2,147.50
514381	02/12/2026	REPLACEMENT OF STEEL WATERLINE-BREA CREEK	\$2,465.00

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CITY.WF.CHK - City General Wells Fargo			
514382	02/12/2026	COLIMA RD WIDENING	\$3,656.25
514383	02/12/2026	NELSON AVE RESURFACING	\$18,150.00
514384	02/12/2026	15660 MAYOR DAVE WAY (YAL BLDG)	\$450.00
514396	02/12/2026	EL ENCANTO IMPROVEMENTS AND MAINT	\$1,572.50
86788	02/26/2026	CNC ENGINEERING	\$250,315.00
Invoice	Date	Description	Amount
514385	02/12/2026	CIVIC CENTER PLANNING AND IMPROVEMENTS	\$13,400.00
514386	02/12/2026	220 HACIENDA BLVD	\$1,150.00
514387	02/12/2026	CITY ADMINSTRATIVE OFFICES	\$4,877.50
514388	02/12/2026	INDUSTRY BUSINESS COUNCIL CHAMBERS	\$825.00
514389	02/12/2026	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	\$1,050.00
514390	02/12/2026	HOMESTEAD MUSEUM IMPROVEMENTS	\$162.50
514391	02/12/2026	VALLEY BLVD CORRIDOR CO-OP PROJECT WITH LA C	\$145.00
514392	02/12/2026	STIMSON AVE CROSSING	\$340.00
514393	02/12/2026	SIGNING & STRIPING IMPROVEMENTS	\$145.00
514394	02/12/2026	SHERIFF TRAILER SITE	\$105.00
514395	02/12/2026	METROLINK-MAINT OF PARKING LOT	\$3,185.00
514397	02/12/2026	SAN JOSE AVE RECONSTRUCTION	\$5,907.50
514398	02/12/2026	PACIFIC PALMS LAUNDRY BUILDING SETTLEMENT ISS	\$290.00
514399	02/12/2026	INDUSTRY HILLS FUEL TANKS DISPENSING	\$1,345.00
514400	02/12/2026	605 FWY AND VALLEY BLVD INTERCHANGE	\$2,942.50
514401	02/12/2026	HIGHWAY BRIDGE PROGRAM FUNDING	\$1,280.00
514402	02/12/2026	NELSON AVE OVER PUENTE CREEK	\$8,355.00
514403	02/12/2026	SEISMIC RETROFIT ANAHEIM-PUENTE OVER SAN JOS	\$7,510.00
514404	02/12/2026	205 HUDSON AVE	\$512.50
514405	02/12/2026	FISCAL YEAR BUDGET	\$8,527.50

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
514406	02/12/2026		BIXBY DR PCC PAVEMENT	\$1,805.00
514407	02/12/2026		NELSON AVE INTERSECTION	\$1,195.00
514408	02/12/2026		15559-15650 RAUSCH RD (POST OFFICE)	\$900.00
514409	02/12/2026		CARTEGRAPH MGMT	\$39,137.50
514410	02/12/2026		GRAND AVE SLOPE RECONSTRUCTION-FERRERO TO	\$21,437.50
514411	02/12/2026		ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	\$1,230.00
514412	02/12/2026		ADA COMPLIANCE ON PUBLIC RIGHT OF WAY	\$3,040.00
514413	02/12/2026		LA 28 OLYMPIC GAMES PROJECT DEVELOPMENT	\$971.25
514414	02/12/2026		MOUNTAIN BIKING TRAIL AT INDUSTRY HILLS	\$5,615.00
514415	02/12/2026		MOUNTAIN BIKING TRAIL AT INDUSTRY HILLS	\$6,443.75
514416	02/12/2026		2022-2023 ANNUAL PAVEMENT REHABILITATION	\$15,617.50
514417	02/12/2026		CITYWIDE LICENSE PLATE CAMERA READER	\$5,605.00
514418	02/12/2026		RAILROAD STREET PAVEMENT REHABILITATION	\$14,322.50
514419	02/12/2026		2024-2025 ANNUAL PAVEMENT REHABILITATION	\$38,695.00
514420	02/12/2026		AZUSA WAY BIKE PATH IMPROVEMENTS	\$22,997.50
514421	02/12/2026		STREET LIGHT BANNER INSTALLATION	\$440.00
514422	02/12/2026		NINTH AVENUE SEWER LINE IMPROVEMENTS	\$840.00
514423	02/12/2026		PUENTE HILLS AUTO ASSOCIATION SIGNS	\$7,380.00
514424	02/12/2026		PAVEMENT MANAGEMENT PLAN 2022	\$587.50
86789	02/26/2026		CONSOLIDATED ELECTRICAL DISTRIE	\$274.38
	Invoice	Date	Description	Amount
	3301-1025161	01/29/2026	10 LED LIGHTS-CITY HALL	\$274.38
86790	02/26/2026		CORELOGIC INFORMATION SOLUTION	\$218.55
	Invoice	Date	Description	Amount
	30834267	01/31/2026	PROPERTY DATA-JAN 2026	\$218.55

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CITY.WF.CHK - City General Wells Fargo				
86791	02/26/2026		COUNTY OF LA - DEPT OF AGRICULTU	\$14,866.17
	Invoice	Date	Description	Amount
	261209	02/04/2026	WEED ABATEMENT-VARIOUS ROADWAYS	\$3,253.30
	261208	02/04/2026	WEED ABATEMENT-TONNER CYN (FIRESTONE CAMP)	\$11,612.87
86792	02/26/2026		DEPARTMENT OF INDUSTRIAL RELAT	\$225.00
	Invoice	Date	Description	Amount
	E2238869SB	12/22/2025	ELEVATOR PERMIT FEE- CITY HALL	\$225.00
86793	02/26/2026		DUTHIE POWER SERVICES	\$567.00
	Invoice	Date	Description	Amount
	A151961	02/02/2026	MONTHLY MAINT-GENERATOR @ CITY HALL	\$567.00
86794	02/26/2026		ELECTRA-MEDIA, INC	\$1,975.00
	Invoice	Date	Description	Amount
	18919	02/06/2026	MAINT OF PUENTE HILLS AUTO DISPLAY-MAR 2026	\$1,500.00
	18920	02/06/2026	PROGRAM PUENTE HILLS AUTO DISPLAY-MAR 2026	\$475.00
86795	02/26/2026		ENTERPRISE MAPS LLC	\$10,215.00
	Invoice	Date	Description	Amount
	1031	02/02/2026	AMAZON WEB SERVICES	\$7,960.00
	1033	02/11/2026	AMAZON WEB SERVICES	\$2,255.00
86796	02/26/2026		ESPY'S ELECTRICAL SERVICES INC.	\$580.00
	Invoice	Date	Description	Amount
	1832	02/04/2026	REMOVE/REPLACE LIGHT SWITCH-POST OFFICE	\$580.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
86797	02/26/2026		FEDERAL EXPRESS CORP.	\$14.75
	Invoice	Date	Description	Amount
	9-176-45511	02/13/2026	MESSENGER SVC	\$14.75
86798	02/26/2026		FIRST AMERICAN DATA TREE, LLC	\$200.00
	Invoice	Date	Description	Amount
	20088320126	01/31/2026	PROPERTY DATA-JAN 2026	\$200.00
86799	02/26/2026		FIRST FIRE SYSTEMS, INC.	\$12,111.17
	Invoice	Date	Description	Amount
	MHD11495	11/24/2025	QUARTERLY FIRE ALARM INSPECTIONS-EL ENCANTO	\$2,135.12
	MHD11625	01/29/2026	REPLACE PVC TO FIRE SPRINKLER BOX-EL ENCANTO	\$9,976.05
86800	02/26/2026		FRAZER, LLP	\$34,263.50
	Invoice	Date	Description	Amount
	197490	01/31/2026	SA-PROF SVC FOR JAN 2026	\$2,290.00
	197588	01/31/2026	COI-PROF SVC FOR JAN 2026	\$31,973.50
86801	02/26/2026		GARCIA'S FENCE CORP	\$1,780.00
	Invoice	Date	Description	Amount
	022603	02/12/2026	REPAIR IRON PANELS-TEMPLE & AZUSA	\$565.00
	022604	02/12/2026	REPAIR FENCE-AZUSA & VALLEY	\$1,215.00
86802	02/26/2026		GRAND CENTRAL RECYCLING & TRAI	\$1,122.00
	Invoice	Date	Description	Amount
	3465208	01/02/2026	SOLID WASTE-CITY HALL	\$1,122.00

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CITY.WF.CHK - City General Wells Fargo				
86803	02/26/2026		HISTORICAL RESOURCES, INC.	\$55,791.20
	Invoice	Date	Description	Amount
	COI2026-7.3	02/11/2026	REIMBURSE FOR MUSEUM ARTIFACT PURCHASE	\$650.20
	COI2026-07	02/12/2026	ADMIN & MGMT SVC-HOMESTEAD	\$54,891.00
	COI2026-07.2	02/12/2026	EXPENSE REIMBURSEMENT-JAN 2026	\$250.00
86804	02/26/2026		INDUSTRY BUSINESS COUNCIL	\$109,784.89
	Invoice	Date	Description	Amount
	NOVEMBER 2025	02/09/2026	EXPENSE REIMBURSEMENT-NOV 2025	\$109,784.89
86805	02/26/2026		INDUSTRY SECURITY SERVICES	\$69,778.04
	Invoice	Date	Description	Amount
	SG-COI#1-2076	02/06/2026	SECURITY SVC 1/30-2/5/26	\$11,288.72
	SG-COI#2-2077	02/06/2026	SECURITY SVC-VARIOUS CITY SITES	\$23,600.30
	SG-COI#1-2077	02/13/2026	SECURITY SVC 2/6-2/12/26	\$11,288.72
	SG-COI#2-2078	02/13/2026	SECURITY SVC-VARIOUS CITY SITES	\$23,600.30
86806	02/26/2026		IRRI-CARE PLUMBING & BACKFLOW 1	\$4,746.70
	Invoice	Date	Description	Amount
	18543	01/20/2026	BACKFLOW REPAIR-PACIFIC PALMS	\$4,486.70
	18624	02/13/2026	BACKFLOW TEST-VARIOUS CITY SITES	\$260.00
86807	02/26/2026		JANUS PEST MANAGEMENT	\$2,236.00
	Invoice	Date	Description	Amount
	288295	02/10/2026	PEST SVC-TEMPLE AVE	\$195.00
	293011	02/10/2026	PEST SVC-205 HUDSON AVE	\$85.00

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CITY.WF.CHK - City General Wells Fargo				
	293040	02/10/2026	MOSQUITO TRAP-EL ENCANTO	\$105.00
	292855	02/10/2026	RODENT SVC-HELIPAD	\$300.00
	292853	02/10/2026	RODENT SVC-HELIPAD PARKING LOT	\$486.00
	292814	02/10/2026	PEST SVC-YAL/POST OFFICE	\$95.00
	292813	02/10/2026	PEST SVC-IBC	\$155.00
	292812	02/10/2026	PEST SVC-CITY HALL	\$155.00
	293377	02/10/2026	PEST SVC-HOMESTEAD	\$660.00
86808	02/26/2026		KLEINFELDER, INC.	\$4,345.50
	Invoice	Date	Description	Amount
	001574381	02/12/2026	NELSON AVE INTERSECTION IMPROVEMENT-PUENTE	\$4,345.50
86809	02/26/2026		KLINE'S PLUMBING, INC.	\$7,770.00
	Invoice	Date	Description	Amount
	14631	01/22/2026	REPLACE WATER LINES-EL ENCANTO	\$3,995.00
	14674	02/13/2026	HYDRO-JET ROOFTOP DRAINS-220 HACIENDA BLVD	\$1,600.00
	14553	12/16/2025	INSTALL GAS CAPS-CITY HALL	\$250.00
	14665	02/10/2026	BI-ANNUAL MAINT TO SEWER LINE-CITY HALL	\$950.00
	14663	02/10/2026	BI-ANNUAL MAINT TO SEWER LINE-EL ENCANTO	\$975.00
86810	02/26/2026		L A COUNTY SHERIFF'S DEPARTMENT	\$1,154,619.78
	Invoice	Date	Description	Amount
	261827TZ	02/10/2026	SHERIFF CONTRACT-JAN 2026	\$1,154,619.78
86811	02/26/2026		LA PUENTE VALLEY COUNTY WATER	\$18,140.69
	Invoice	Date	Description	Amount
	INV-2026-001	02/04/2026	WATER SERVICE APPLICATION FEE-220 N HACIENDA	\$50.00

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CITY.WF.CHK - City General Wells Fargo				
	555EE;12/25	12/31/2025	INSTALL BACKFLOW DEVICE, REPLACE WATER PIPEL	\$18,090.69
86812	02/26/2026		LEAGUE OF CALIFORNIA CITIES	\$94.00
	Invoice	Date	Description	Amount
	INV-45556-N5G3K2	01/01/2026	MEMBERSHIP DUES FOR 2026	\$94.00
86813	02/26/2026		LOS ANGELES COUNTY PUBLIC WOR	\$340.91
	Invoice	Date	Description	Amount
	PW-25090801146	09/08/2025	FLOOD CONTROL PLAN REVIEW-NELSON/SUNSET	\$340.91
86814	02/26/2026		MARISOL HERNANDEZ	\$664.02
	Invoice	Date	Description	Amount
	2/4/2026	02/04/2026	REIMBURSE FOR TRAVEL EXPENSE-NUTS AND BOLTS	\$664.02
86815	02/26/2026		MERRITT'S ACE HARDWARE	\$562.19
	Invoice	Date	Description	Amount
	148986	10/02/2025	EXTENSION CORDS-CITY HALL	\$562.19
86816	02/26/2026		MORTISE & TENON BUILDING CORP	\$2,925.35
	Invoice	Date	Description	Amount
	478	02/06/2026	CLEAN ROOF-220 N HACIENDA BLVD	\$1,800.00
	476	02/05/2026	MAINT SVC-BUS STOPS	\$1,125.35
86817	02/26/2026		MUNI-ENVIRONMENTAL, LLC	\$76,086.25
	Invoice	Date	Description	Amount
	26-007	02/11/2026	COMMERCIAL WASTE PROGRAM	\$76,086.25

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CITY.WF.CHK - City General Wells Fargo				
86818	02/26/2026		NELSON, JOSHUA	\$720.80
	Invoice	Date	Description	Amount
	2/9/2026	02/09/2026	REIMBURSE FOR TRAVEL EXPENSE-CA PORT AUTHOI	\$720.80
86819	02/26/2026		NNRB BOOSTERS	\$1,000.00
	Invoice	Date	Description	Amount
	2/9/2026	02/09/2026	DONATION FOR THE NOGALES HIGH SCHOOL REGIME	\$1,000.00
86820	02/26/2026		OPENGOV, INC.	\$532.00
	Invoice	Date	Description	Amount
	INV25250	02/11/2026	REIMBURSABLE EXPENSES-FEB 2026	\$532.00
86821	02/26/2026		PARS	\$839.61
	Invoice	Date	Description	Amount
	59759	02/06/2026	ARS FEES-DEC 2025	\$300.00
	59885	02/10/2026	REP FEES-DEC 2025	\$539.61
86822	02/26/2026		PITNEY BOWES, INC.	\$193.83
	Invoice	Date	Description	Amount
	3107652446	02/09/2026	POSTAGE METER-FIRST FLOOR (DEC 2025-MAR 2026)	\$193.83
86823	02/26/2026		PLACEWORKS	\$11,772.50
	Invoice	Date	Description	Amount
	IND-22.15-14	01/31/2026	CEQA FOR 17871 CASTLETON ST	\$8,573.75
	IND-22.16-15	01/31/2026	CEQA FOR 1600 AZUSA AVE	\$3,198.75
86824	02/26/2026		PRESTIGE WINDOW SOLUTIONS	\$622.17

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	9019	02/06/2026	REMOVE/REPLACE TINT-CITY HALL	\$622.17
86825	02/26/2026		PRICE, POSTEL & PARMA, LLP	\$1,517.80
	Invoice	Date	Description	Amount
	228902	02/04/2026	LEGAL SVC-JAN 2026	\$1,517.80
86826	02/26/2026		PRINCE GLOBAL SOLUTIONS, LLC	\$6,255.00
	Invoice	Date	Description	Amount
	83	02/12/2026	FEDERAL ADVOCACY-JAN 2026	\$6,255.00
86827	02/26/2026		PROGRESSIVE TRAIL DESIGN, LLC	\$31,500.00
	Invoice	Date	Description	Amount
	1695	02/03/2026	MOUNTAIN BIKE TRAIL DESIGN-PHASE II	\$16,000.00
	1702	02/17/2026	MOUNTAIN BIKE TRAIL DESIGN-PHASE II	\$15,500.00
86828	02/26/2026		RICOH USA, INC.	\$320.68
	Invoice	Date	Description	Amount
	595734803	02/04/2026	COPIER LEASE-HOMESTEAD	\$320.68
86829	02/26/2026		ROBINSON'S FLOWERS	\$264.60
	Invoice	Date	Description	Amount
	3912	02/02/2026	FLOWERS AND DELIVERY	\$264.60
86830	02/26/2026		ROGERS, ANDERSON, MALODY & SCC	\$14,525.00
	Invoice	Date	Description	Amount
	79681	01/31/2026	SA-AUDIT SERVICES FY 24/25	\$3,090.00

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CITY.WF.CHK - City General Wells Fargo				
	79678	01/31/2026	COI-AUDIT SERVICES FY 24/25	\$10,045.00
	79680	01/31/2026	PFA-AUDIT SERVICES FY 23/24	\$1,390.00
86831	02/26/2026		SAN GABRIEL VALLEY NEWSPAPER C	\$3,563.38
	Invoice	Date	Description	Amount
	0011772580	01/07/2026	ACCT #5007735-NOTICE OF PUBLIC HEARING-JN 9428	\$712.14
	0011776488	01/30/2026	ACCT #5007735-NOTICE OF PUBLIC HEARING	\$520.20
	0011766891	12/01/2025	ACCT #5007735-NOTICE OF INVITING BIDS-CIP SD 19 0	\$2,331.04
86832	02/26/2026		SATSUMA LANDSCAPE & MAINT.	\$180,119.29
	Invoice	Date	Description	Amount
	0226TA	02/12/2026	LANDSCAPE SVC-TEMPLE & AZUSA	\$29,662.86
	0226CH	02/12/2026	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$60,900.44
	0226XROADS	02/12/2026	LANDSCAPE SVC-CROSSROADS PKY NORTH & SOUTH	\$46,618.00
	0226EC	02/12/2026	LANDSCAPE SVC-EXPO CENTER	\$42,937.99
86833	02/26/2026		SCS FIELD SERVICES	\$16,631.00
	Invoice	Date	Description	Amount
	0566152	01/31/2026	INDUSTRY HILLS-LANDFILL GAS SYSTEM	\$16,631.00
86834	02/26/2026		SO CAL INDUSTRIES	\$90.54
	Invoice	Date	Description	Amount
	786117	02/13/2026	FENCE RENTAL-IND HILLS	\$90.54
86835	02/26/2026		SPECTRUM	\$938.99
	Invoice	Date	Description	Amount
	188632001020726	02/07/2026	BUSINESS INTERNET-FEB 2026	\$938.99

**CITY OF INDUSTRY
WELLS FARGO BANK
February 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
86836	02/26/2026		SQUARE ROOT GOLF & LANDSCAPE, I	\$246,134.85
	Invoice	Date	Description	Amount
	1851H-1	02/12/2026	SIGN REPAIR & INSTALLATION	\$656.29
	1851H	02/12/2026	LANDSCAPE SVC-VARIOUS CITY SITES	\$172,469.94
	1848ELHM	02/12/2026	LANDSCAPE SVC-VARIOUS CITY SITES	\$5,064.50
	1851H-2	02/12/2026	GRAFFITI REMOVAL	\$2,748.55
	1851H-3	02/12/2026	HAZARDOUS WASTE REMOVAL	\$536.93
	1851H-4	02/12/2026	LANDSCAPE SVC-TONNER CYN	\$37,034.04
	1849ELHM	02/12/2026	LANDSCAPE SVC-EL ENCANTO	\$8,544.24
	1850ELHM	02/12/2026	LANDSCAPE SVC-HOMESTEAD	\$19,080.36
86837	02/26/2026		STAPLES BUSINESS ADVANTAGE	\$601.54
	Invoice	Date	Description	Amount
	7008399463	01/17/2026	OFFICE SUPPLIES	\$601.54
86838	02/26/2026		THE BIG NORWEGIAN	\$2,685.29
	Invoice	Date	Description	Amount
	57976	02/09/2026	REPAIR 2000 JOHN DEERE 5105-TONNER CYN	\$2,685.29
86839	02/26/2026		TURBO DATA SYSTEMS, INC	\$371.28
	Invoice	Date	Description	Amount
	47785	01/31/2026	CITATION PROCESSING DEC 2025/JAN 2026	\$371.28
86840	02/26/2026		VALLEY VISTA SERVICES, INC	\$13,767.06
	Invoice	Date	Description	Amount
	3452290	02/01/2026	DISP SVC-FOLLOW'S CAMP	\$1,640.31

**CITY OF INDUSTRY
WELLS FARGO BANK
February 26, 2026**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3425337	02/01/2026	DISP SVC-TONNER CYN (CAMP COURAGE)	\$480.23
3424421	02/01/2026	DISP SVC-CITY RESIDENTS	\$6,082.41
3425340	02/01/2026	DISP SVC-15660 MAYOR DAVE WAY (YAL)	\$165.76
3425339	02/01/2026	DISP SVC-1123 HATCHER AVE	\$326.07
3424603	02/01/2026	DISP SVC-205 N HUDSON AVE	\$275.79
3424746	02/01/2026	DISP SVC-CITY BUS STOPS	\$4,796.49
86841	02/26/2026	VERDANTAS INC.	\$11,956.00
Invoice	Date	Description	Amount
80300	02/10/2026	GEO SVC-GRAND AVE SLOPE RECONSTRUCTION	\$11,956.00

Checks	Status	Count	Transaction Amount
Total		91	\$3,297,665.52

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
Chris Lum Construction Manager CNC Engineering

DATE: February 26, 2026

SUBJECT: Consideration of Closeout Change Order No. 12 and Notice of Completion for Contract No. CITY-1442, Nelson Avenue Intersection Improvements at Puente Avenue and Sunset Avenue with Alfaro Communications Construction Inc.

Background:

On January 11, 2024, the City Council awarded Contract No. CITY-1442 for the Nelson Avenue Intersection Improvements at Puente Avenue and Sunset Avenue project, to Alfaro Communications Construction Inc., in the amount of \$5,809,735.81. This project consists of widening intersection curb returns, constructing additions of eastbound to southbound right turn lanes, installing traffic signals, concrete pavement, curb and gutter and sidewalk, ADA compliant curb ramps, catch basin, driveway, landscape and irrigation improvements, and new streetlights.

Discussion:

As of April 16, 2024, the City Manager approved the following change order in the total amount of \$14,196.55:

- **Change Order No. 1** – Costs in the amount of \$14,196.55 were approved to install approximately 300 LF of temporary fencing to secure the South Westerly Nelson Avenue property until the new fencing could be installed.

As of January 15, 2025, the City Manager approved the following change order in the total amount of \$31,465.90:

- **Change Order No. 2** – Costs in the amount of \$31,465.90 were approved to remove and

replace approximately 400 lineal feet of 2" PVC pipe, installation of 3,800 feet of irrigation communication wires and 2 sleeves under a driveway to protect the irrigation line.

As of April 1, 2025, the City Manager approved the following change orders in the total amount of \$117,461.27:

- **Change Order No. 3** – Costs in the amount of \$6,027.39 were approved to install approximately 100 LF of temporary fence to secure the South Easterly Nelson property until the new fencing could be installed.
- **Change Order No. 4** – Costs in the amount of \$111,433.88 were approved to construct Plan Revision No. 1 which included excavation, shoring, installation of a transition structure and various construction activities to comply with the amended County Flood Control permit FCDP2018000297.

As of October 13, 2025, the City Manager approved the following change orders in the total amount of \$101,594.04:

- **Change Order No. 5** – Costs in the amount of \$17,861.36 were approved to remove and relocate a yard light that conflicted with project improvements.
- **Change Order No. 6** – Costs in the amount of \$48,765.51 were approved to furnish and install Accessible Pedestrian Signals at both intersections of the project.
- **Change Order No. 7** – Costs in the amount of \$2,006.75 were approved to increase the striping lanes from 4 inch to 6 inch wide.
- **Change Order No. 8** – Costs in the amount of \$10,691.89 were approved for unforeseen obstructions during excavation and changed conditions in the field at Sunset Avenue and Nelson Avenue.
- **Change Order No. 9** – Costs in the amount of \$5,992.19 were approved for unforeseen obstructions during excavation and changed conditions in the field at Puente Avenue and Nelson Avenue.
- **Change Order No. 10** – Costs in the amount of \$14,006.34 were approved for additional potholing for utilities that were not shown on the plans at each project location.
- **Change Order No. 11** – Costs in the amount of \$2,270.00 were approved to reimburse the contractor for the Los Angeles Department of Public Works permit and inspection fees.

As of January 28, 2026, the Director of Public Works has reviewed the change order for completeness and accuracy as to the materials and labor included:

Final field quantities have been measured and verified.

- **Change Order No. 12** – Final quantities have been completed and the underruns and overruns are as follows:

Underruns – (represented in parentheses)

Bid Item No. 36, Construct pipe connection to existing 48" RCP, \$8,970.00 x 1/EA = (\$8,970.00)

Bid Item No. 43, Adjust grade to County Flood Control District Manhole, \$2,340.00 x 2/EA =

(\$4,680.00)

Bid Item No. 45, Adjust to grade water or gas meter, \$1,617.78 x 1/EA = (\$1,617.78)

Bid Item No. 46, Relocate Fire Hydrant, \$19,370.00 x 2/EA = (\$38,740.00)

Total Amount of Underruns = (\$54,007.78)

Overruns –

Bid Item No. 5, Unclassified excavation, \$162.50 x 1930/CY = \$313,625.00

Bid Item No. 8, Sawcut and Remove curb ramp, \$8.78 x 188/SF = \$1,650.64

Bid Item No. 9, Sawcut and Remove AC Pavement, \$1.72/ x 1000/SF = \$1,720.00

Bid Item No. 10, Construct 12.5-inch thick PCC Pavement, \$403.00 x 50/CY = \$20,150.00

Bid Item No. 11, Construct 11.5-inch thick PCC Pavement, \$390.00 x 103/CY = \$40,170.00

Bid Item No. 23, Construct 8" Driveway and Gutter, \$22.10 x 390/SF = \$8,619.00

Bid Item No. 28, Construct Median Island, \$46.80 x 3/SF = \$140.40

Bid Item No. 38, Construct 5' long concrete blanket, \$1,066.00 x 7/LF = \$7,462.00

Bid Item No. 55, Relocate existing streetlight pole, \$3,943.33 x 1/EA = \$3,943.33

Bid Item No. 57, Remove existing luminaire, \$567.67 x 1/EA = \$567.67

Bid Item No. 65, Furnish and install 3" PVC, \$50 x 200/LF = \$10,000.00

Bid Item No. 68, Furnish and install Aluminum XHHW wires (3), \$2.90 x 660/LF = \$1,914.00

Bid Item No. 69, Furnish and install aluminum XHHW wires (2), \$4.02 x 550/LF = \$2,211.00

Bid Item 74, Construct PCC landscape mow curb, \$36.40 x 405/LF = \$14,742.00

Total amount of Overruns = \$426,915.04

Total amount of Closeout Change Order No. 12 is \$426,915.04 – (\$54,007.78) = \$372,907.26.

As of December 16, 2025, Staff has determined that the improvements for widening the intersection curb returns, constructing additions of eastbound to southbound right turn lanes, installation of traffic signals, concrete pavement, curb and gutter and sidewalk, ADA compliant curb ramps, catch basins, driveway, landscape and irrigation improvements, and new streetlights have been completed.

Table 1 - Summary of Extra Costs

Contract Amount	\$5,809,735.81
Change Order No. 1	\$14,196.55
Change Order No. 2	\$31,465.90
Change Order No. 3	\$6,027.39
Change Order No. 4	\$111,433.88
Change Order No. 5	\$17,861.36
Change Order No. 6	\$48,765.51
Change Order No. 7	\$2,006.75
Change Order No. 8	\$10,691.89
Change Order No. 9	\$5,992.19
Change Order No. 10	\$14,006.34
Change Order No. 11	\$2,270.00
Change Order No. 12	\$372,907.26
Revised Project Costs:	\$6,447,360.83

Fiscal Impact:

The revised contract amount including Change Order Nos. 1 - 12 totals \$6,447,360.83. In the adopted Fiscal Year 2025/2026 Capital Improvement Project budget, \$4,000,000.00 is approved for this project (Account No. 120-704-5205/MP 12-16).

Recommendation:

1. Approve Change Order No. 12 in the amount of \$372,907.26, and authorize the Mayor to execute the approved Change Order; and
2. Accept the work performed by Alfaro Communications Construction Inc. in the amount of \$6,447,360.83; and
3. Authorize the Mayor or her designee to execute the Notice of Completion attached hereto as Exhibit B; and
4. Authorize the City Clerk to file the Notice of Completion for this project.

Exhibits:

1. Change Order No. 12, dated February 26, 2026
2. Notice of Const. Completion, dated February 26, 2026

EXHIBIT 1

Change Order No. 12, dated February 26, 2026

[Attached]

CITY OF INDUSTRY

CHANGE ORDER

15651 Mayor Dave Way
 City of Industry, CA 91744
 (626)333-2211

Change Order No. 12

Project Nelson Ave Intersection Improvements at Puente Ave and Sunset Ave

CITY-1442/
 Contract No. MP 12-16

Date 2/26/2026

Type
 Project Intersection Improvements

Contractor Alfaro Communications Construction

Location Nelson Avenue at Puente Avenue and Sunset Avenue

Explanation:

Underruns and Overruns.

Extra Work by: X Contract Items Negotiated T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Underruns	1	\$ (54,007.78)		\$ (54,007.78)
2	Overruns	1	\$ 426,915.04	\$ 426,915.04	
TOTAL COST				\$	372,907.26

T & M SUMMARY

*Labor Cost		Total Labor per Day	
*Equipment Cost (See attached breakdown)		Total Equipment per Day	
*Material Cost		Sub-Total	\$ -
(*Attach breakdown of labor, equipment and materials)			
CHANGE ORDER SUMMARY		% of Contract Amount	Other Additive (Profit & Bond Fee)
Original Contract Amount	\$ 5,809,735.81		Total T & M
Total Previous Change Orders	\$ 264,717.76	0.002 %	\$ -
Total Change Orders	\$ 637,625.02	0.110 %	Pay This CHANGE ORDER
			\$372,907.26
			0.064

Authorized by _____

Additional Contract Days 0

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

Jamal Deaifi 02/09/2026
Jamal Deaifi (City of Industry 2020-13-24-001-317)
 Contractor Representative
Mathew Hudson 2/10/26
 Mathew Hudson, Director of Public Works Date

Joshua Nelson 2/17/26
 Joshua Nelson, City Manager Date
Chris Lum 02/09/2026
 Chris Lum, Construction Manager Date

EXHIBIT 2

Notice of Completion, dated February 26, 2026

[Attached]



CITY OF INDUSTRY

- Civic-Recreational-Industrial Authority
- Industry Public Utilities Commission
- Successor Agency to the Industry Urban-Development Agency
15625 Mayor Dave Way, City of Industry, CA 91744

Notification of Construction Completion







Grand Avenue Slope Reconstruction and Pavement Nelson Avenue Intersection
Project: Improvements at Puente Avenue and Sunset Avenue Date: 02/26/2026

Contract _____ **Contract No.:** **CITY-1442**

Contractor: Alfaro Communications Construction, Inc.

As a result of an inspection conducted on 12/16/2025 the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

Acceptance of completed construction work shall not relieve the contractor from other requirements of the contract documents.

Accepted by Contractor	Jamal Deaifi Printed Name	 Signature <small>Jamal Deaifi (Feb 9, 2026 13:53:50 PST)</small>	PM Title	02/09/2026 Date
Recommended by Project Engineer	James Cramsie Printed Name	 Signature	Project Engineer Title	02/09/2026 Date
Recommended by Project Inspector	William Rojas Printed Name	 Signature <small>William rojas (Feb 9, 2026 14:26:22 PST)</small>	Project Inspector Title	02/09/2026 Date
Recommended by Project Manager	Chris Lum Printed Name	 Signature	Construction Manager Title	02/09/2026 Date
Recommend by Public Agency	Mathew Hudson Printed Name	 Signature	Director of Public Works Title	2/10/26 Date
Approved by Public Agency	Joshua Nelson Printed Name	 Signature	City Manager Title	2/17/26 Date


CITY-1442 - Change Order No. 12 & NOC


Final Audit Report


2026-02-09


Created:	2026-02-09
By:	Andrea Salazar (asalazar@cityofindustry.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgQOA6Lk_c-aj71JTivVZcN2I9agUo7UA


"CITY-1442 - Change Order No. 12 & NOC" History


-  Document created by Andrea Salazar (asalazar@cityofindustry.org)
2026-02-09 - 8:30:47 PM GMT


-  Document emailed to jamal@alfarocommunications.com for signature
2026-02-09 - 8:30:52 PM GMT


-  Email viewed by jamal@alfarocommunications.com
2026-02-09 - 9:08:20 PM GMT


-  Signer jamal@alfarocommunications.com entered name at signing as Jamal Deaifi
2026-02-09 - 9:53:48 PM GMT


-  Document e-signed by Jamal Deaifi (jamal@alfarocommunications.com)
Signature Date: 2026-02-09 - 9:53:50 PM GMT - Time Source: server


-  Document emailed to jcramsie@cnc-eng.com for signature
2026-02-09 - 9:53:52 PM GMT

-  Email viewed by jcramsie@cnc-eng.com
2026-02-09 - 9:53:57 PM GMT

-  Signer jcramsie@cnc-eng.com entered name at signing as James Cramsie
2026-02-09 - 10:11:11 PM GMT

-  Document e-signed by James Cramsie (jcramsie@cnc-eng.com)
Signature Date: 2026-02-09 - 10:11:13 PM GMT - Time Source: server

-  Document emailed to wrojas@cnc-eng.com for signature
2026-02-09 - 10:11:14 PM GMT


-  Email viewed by wrojas@cnc-eng.com
2026-02-09 - 10:11:20 PM GMT

 Signer wrojas@cnc-eng.com entered name at signing as William rojas

2026-02-09 - 10:26:20 PM GMT

 Document e-signed by William rojas (wrojas@cnc-eng.com)

Signature Date: 2026-02-09 - 10:26:22 PM GMT - Time Source: server

 Document emailed to Chris Lum (clum@cnc-eng.com) for signature

2026-02-09 - 10:26:24 PM GMT

 Email viewed by Chris Lum (clum@cnc-eng.com)

2026-02-09 - 10:26:35 PM GMT

 Document e-signed by Chris Lum (clum@cnc-eng.com)

Signature Date: 2026-02-09 - 10:27:22 PM GMT - Time Source: server

 Agreement completed.

2026-02-09 - 10:27:22 PM GMT

ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Yamini Pathak, Finance Director

DATE: February 26, 2026

SUBJECT: Presentation of the FY 2025-2026 Mid-Year Budget Report, and Consideration of Resolution No. CC 2026-05, adopting the City's Fiscal Year 2025-2026 Proposed Mid-Year Budget Amendments, and FY 2025-2026 Proposed Mid-Year Budget Amendments for the Capital Improvement Program Budget

Background:

On June 10, 2025, the City Council ("Council") adopted the City's FY 2025-26 ("FY 26") Operating Budget for its General Fund and all its other funds and affiliated entities. Throughout the fiscal year, unanticipated revenues and expenditures arise that potentially impact the adopted budget and require budget amendments.

Discussion:

On June 10, 2025, the City Council adopted the City's FY 26 General Fund Operating Budget, with expenditures of \$62.0 million, supported by \$84.4 million in revenues.

The FY 26 mid-year update discusses the changes to revenue and expenditures through the halfway point of the year and provides an overview of the FY 26 proposed budget amendments.

Revenues:

- **General Fund** – The FY 25-26 Operating Budget anticipated revenues of \$85.5 million for the General Fund. The proposed mid-year budget amendment reflects an increase in General Fund revenues of \$1,029,000. The change comes primarily from increase in projected sales tax revenue of \$877,000, based on newest HdL estimate, and an increase in OPEB Reimbursement to match the amount received during the year.
- **Capital Improvement Projects Fund** – The proposed budget includes a reduction of interest income of \$2,000,000, primarily due to lower interest rates, and a reduction of \$1,714,000 reimbursement from Prop C, due to the completion of the 57/60 confluence

project.

- **IPUC Water** – The proposed increase for IPUC Potable Water includes an additional \$155,000 in revenue from water and rate usage increases. For IPUC Reclaimed Water, additional revenue of \$645,000 if budgeted primarily due to settlement funds received.
- **CRIA – Expo Center** – A decrease of \$182,000 in CRIA Expo Center’s revenue budget is proposed at this time, due to ongoing capital improvement projects, lowering expected revenue for the fiscal year.

Expenditures:

- **General Fund** – The FY 25-26 Operating Budget anticipated expenditures of \$62.0 million were adopted for the General Fund. The proposed mid-year budget amendments reflect an increase in General Fund expenditures by \$952,000. The most significant increases include \$767,000 to the HR department for underbudgeted post-employment benefits, \$400,000 for Tonner Canyon landscape maintenance, and \$350,000 for street and road maintenance. Increases are offset by a significant decrease in general insurance of \$756,000 and lower City-funded IUDA expenses.
- **IPUC Water** – The proposed increase for IPUC Potable Water includes \$156,600 primarily related to well maintenance.
- **CRIA – Expo Center** – The proposed budget includes a decrease in expenditures across the board of \$286,000 for the Expo Center and a decrease of \$223,000 for general administrative expenditures for CRIA primarily related to landscape maintenance.
- **Capital Improvement Program** – In June 2025, the City Council adopted a Capital Improvement Program (“CIP”) budget of \$58,655,000. The proposed CIP mid-year budget amendment doesn’t change the overall budgeted amount, it only shifts funds between various projects, including addition of new ones.

Fiscal Impact:

By approving the FY 26 Proposed Budget Amendments, the net effect on the City’s total budget will result in decrease in revenues of \$2,067,000 and an increase in expenditures of \$1,030,000, resulting in a net decrease of the City-wide budget by \$3,097,000. Transfers In/Out will decrease by net \$431,000.

Recommendation:

Staff recommends that the City Council receive and file the FY 26 Mid-Year Budget Report, and adopt Resolution No. CC 2026-05, approving the Proposed FY 26 Mid-Year Budget Amendments.

Exhibits:

1. COI Council Resolution Mid-Year Budget Update FY 2025-2026
2. Proposed Mid-Year Budget Adjustments FY 25-26

RESOLUTION NO. CC 2026-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING THE CITY'S FISCAL YEAR 2025-2026 PROPOSED MID-YEAR BUDGET AMENDMENTS, AND FY 2025-2026 PROPOSED MID-YEAR BUDGET AMENDMENTS FOR THE CAPITAL IMPROVEMENT PROGRAM BUDGET

WHEREAS, on June 10, 2025, the City Council ("Council") adopted the City's FY 2025-2026 ("FY 26") Operating Budget for its General Fund, and all its other funds and affiliated entities; and

WHEREAS, throughout a fiscal year, unanticipated revenues and expenditures may arise that could potentially impact the adopted budget and require budget amendments; and

WHEREAS, on February 26, 2026, the FY 26 Mid-Year Budget Report was presented to the Council and the Council was provided an update on the City's fiscal performance through the mid-point of the fiscal year, from July 1, 2025, through December 31, 2025, comparing all revenues and expenditures to the same period in the prior fiscal year and against adopted budget levels; and

WHEREAS, the FY 26 Mid-Year Budget Report also presented an overview of the FY 26 Mid-Year Budget Amendments for Council's consideration to approve and amend the FY 26 Adopted Budget.

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

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

Section 2. The City Council received a presentation on the FY 2025-26 Mid-Year Budget Report and hereby receives and files same.

Section 3. The City Council hereby approves the FY 26 Mid-Year Budget Amendments, attached hereto as Exhibit A, and incorporated herein by reference.

Section 4. The City Council hereby authorizes the City Manager, or his designee, to make the appropriate changes and budget amendments in the City's Financial System.

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

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

Section 6. The City Clerk shall certify to the adoption of this Resolution, and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry, at a regular meeting held on February 26, 2026, by the following vote:

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

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

**CITY OF INDUSTRY
PROJECTED FUND BALANCES
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2025-2026**

Exhibit A

	FUND BALANCE JUNE 30, 2025	PROPOSED MID YEAR AMENDED REVENUE BUDGET	PROPOSED MID YEAR AMENDED EXPENDITURES BUDGET	PROPOSED MID-YEAR AMENDED TRANSFERS IN	PROPOSED MID-YEAR AMENDED TRANSFERS OUT	PROJECTED FUND BALANCE JUNE 30, 2026
GENERAL FUND						
100 OPERATIONS	721,404,635.00	85,482,000.00	(62,754,075.00)	8,561,000.00	(39,508,400.00)	713,185,160.00
	721,404,635.00	85,482,000.00	(62,754,075.00)	8,561,000.00	(39,508,400.00)	713,185,160.00
SPECIAL REVENUE FUNDS						
101 STATE GAS TAX	9,398.00	34,000.00	(34,000.00)	-	-	9,398.00
102 MEASURE R	-	7,000.00	(7,000.00)	-	-	-
103 PROP A	1,388,074.00	111,000.00	(1,058,000.00)	-	-	441,074.00
104 PROP C	8,910.00	10,000.00	(10,000.00)	-	-	8,910.00
105 AIR QUALITY	471.00	-	-	-	-	471.00
106 MEASURE M	-	8,000.00	(8,000.00)	-	-	-
107 MEASURE W	4,840,620.00	1,688,000.00	(4,410,000.00)	-	-	2,118,620.00
165 CITY ELECTRIC - CARB	1,033,459.00	354,000.00	(1,441,000.00)	-	-	(53,541.00)
	7,280,932.00	2,212,000.00	(6,968,000.00)	-	-	2,524,932.00
ENTERPRISE FUNDS						
160 IPHMA	10,040,154.00	369,000.00	(1,003,000.00)	1,434,000.00	(800,000.00)	10,040,154.00
161 CITY ELECTRIC	36,375,723.00	8,544,000.00	(7,035,000.00)	-	(4,070,000.00)	33,814,723.00
360 CRIA	(1,383.00)	5,000.00	(2,492,000.00)	12,102,400.00	(9,660,000.00)	(45,983.00)
361 EXPO CENTER	16,422,498.00	1,635,000.00	(2,440,000.00)	805,000.00	-	16,422,498.00
560 IPUC - RECLAIMED WATER	18,408,892.00	2,036,000.00	(1,784,000.00)	-	(1,795,000.00)	16,865,892.00
561 IPUC - POTABLE WATER	2,360,111.00	3,173,000.00	(2,893,000.00)	-	-	2,640,111.00
	83,605,995.00	15,762,000.00	(17,647,000.00)	14,341,400.00	(16,325,000.00)	79,737,395.00
CAPITAL IMPROVEMENTS FUND						
120 CAPITAL IMPROVEMENTS FUND-CITY	89,814,825.00	3,000,000.00	(37,840,000.00)	-	(9,655,000.00)	45,319,825.00
121 CAPITAL IMPROVEMENTS FUND-CRIA	(185,797.00)	-	(8,855,000.00)	8,855,000.00	-	(185,797.00)
122 CAPITAL IMPROVEMENTS FUND-IPUC ELECTRIC	(251,549.00)	-	(4,070,000.00)	4,070,000.00	-	(251,549.00)
123 CAPITAL IMPROVEMENTS FUND-IPUC WATER	(39,761.00)	-	(1,795,000.00)	1,795,000.00	-	(39,761.00)
124 CAPITAL IMPROVEMENTS FUND-IPHMA	(91,595.00)	-	(800,000.00)	800,000.00	-	(91,595.00)
	89,246,123.00	3,000,000.00	(53,360,000.00)	15,520,000.00	(9,655,000.00)	44,751,123.00
FIDUCIARY FUNDS						
145 ASSESSMENT DISTRICT 91-1	-	-	-	-	-	-
	-	-	-	-	-	-
DEBT SERVICE						
135 TAX OVERRIDE	2,161.00	-	-	-	-	2,161.00
140 CITY OF INDUSTRY	47,472,836.00	-	(26,439,000.00)	35,619,000.00	(8,561,000.00)	48,091,836.00
440 IPFA	(6,953,388.00)	3,536,000.00	(3,536,000.00)	8,000.00	-	(6,945,388.00)
	40,521,609.00	3,536,000.00	(29,975,000.00)	35,627,000.00	(8,561,000.00)	41,148,609.00
PROJECTED ENDING FUND BALANCE	942,059,294.00	109,992,000.00	(170,704,075.00)	74,049,400.00	(74,049,400.00)	881,347,219.00

CITY OF INDUSTRY
PROJECTED FUND BALANCES
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2025-2026

Exhibit B

	ADOPTED FUND BALANCE JUNE 30, 2025	ADOPTED REVENUES 2025- 2026	INCREASE (DECREASE)	PROPOSED MID YEAR AMENDED REVENUE BUDGET	ADOPTED EXPENDITURES 2025-2026	INCREASE (DECREASE)	PROPOSED MID YEAR AMENDED EXPENDITURES BUDGET	PROPOSED NET MID YEAR BUDGET CHANGE
GENERAL FUND								
100 OPERATIONS	721,404,635.00	84,453,000.00	1,029,000.00	85,482,000.00	(61,802,075.00)	952,000.00	(62,754,075.00)	1,981,000.00
	721,404,635.00	84,453,000.00	1,029,000.00	85,482,000.00	(61,802,075.00)	952,000.00	(62,754,075.00)	1,981,000.00
SPECIAL REVENUE FUNDS								
101 STATE GAS TAX	9,398.00	34,000.00	-	34,000.00	(34,000.00)	-	(34,000.00)	-
102 MEASURE R	-	7,000.00	-	7,000.00	(7,000.00)	-	(7,000.00)	-
103 PROP A	1,388,074.00	111,000.00	-	111,000.00	(808,000.00)	250,000.00	(1,058,000.00)	(250,000.00)
104 PROP C	8,910.00	10,000.00	-	10,000.00	(10,000.00)	-	(10,000.00)	-
105 AIR QUALITY	471.00	-	-	-	-	-	-	-
106 MEASURE M	-	8,000.00	-	8,000.00	(8,000.00)	-	(8,000.00)	-
107 MEASURE W	4,840,620.00	1,688,000.00	-	1,688,000.00	(4,410,000.00)	-	(4,410,000.00)	-
165 CITY ELECTRIC - CARB	1,033,459.00	354,000.00	-	354,000.00	(1,441,000.00)	-	(1,441,000.00)	-
	7,280,932.00	2,212,000.00	-	2,212,000.00	(6,718,000.00)	250,000.00	(6,968,000.00)	(250,000.00)
ENTERPRISE FUNDS								
160 IPHMA	10,040,154.00	369,000.00	-	369,000.00	(1,003,000.00)	-	(1,003,000.00)	-
161 CITY ELECTRIC	36,375,723.00	8,544,000.00	-	8,544,000.00	(7,035,000.00)	-	(7,035,000.00)	-
360 CRIA	(1,383.00)	5,000.00	-	5,000.00	(2,715,000.00)	(223,000.00)	(2,492,000.00)	223,000.00
361 EXPO CENTER	16,422,498.00	1,817,000.00	(182,000.00)	1,635,000.00	(2,726,000.00)	(286,000.00)	(2,440,000.00)	104,000.00
560 IPUC - RECLAIMED WATER	18,408,892.00	1,391,000.00	645,000.00	2,036,000.00	(1,353,000.00)	431,000.00	(1,784,000.00)	214,000.00
561 IPUC - POTABLE WATER	2,360,111.00	3,018,000.00	155,000.00	3,173,000.00	(2,737,000.00)	156,000.00	(2,893,000.00)	(1,000.00)
	83,605,995.00	15,144,000.00	618,000.00	15,762,000.00	(17,569,000.00)	78,000.00	(17,647,000.00)	540,000.00
CAPITAL IMPROVEMENTS FUND								
120 CAPITAL IMPROVEMENTS FUND-CITY	89,814,825.00	6,714,000.00	(3,714,000.00)	3,000,000.00	(38,090,000.00)	(250,000.00)	(37,840,000.00)	(250,000.00)
121 CAPITAL IMPROVEMENTS FUND-CRIA	(185,797.00)	-	-	-	(8,855,000.00)	-	(8,855,000.00)	-
122 CAPITAL IMPROVEMENTS FUND-IPUC ELECTRIC	(251,549.00)	-	-	-	(4,070,000.00)	-	(4,070,000.00)	-
123 CAPITAL IMPROVEMENTS FUND-IPUC WATER	(39,761.00)	-	-	-	(1,795,000.00)	-	(1,795,000.00)	-
124 CAPITAL IMPROVEMENTS FUND-IPHMA	(91,595.00)	-	-	-	(800,000.00)	-	(800,000.00)	-
	89,246,123.00	6,714,000.00	(3,714,000.00)	3,000,000.00	(53,610,000.00)	(250,000.00)	(53,360,000.00)	(250,000.00)
FIDUCIARY FUNDS								
145 ASSESSMENT DISTRICT 91-1	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
DEBT SERVICE								
135 TAX OVERRIDE	2,161.00	-	-	-	-	-	-	-
140 CITY OF INDUSTRY	47,472,836.00	-	-	-	(26,439,000.00)	-	(26,439,000.00)	-
440 IPFA	(6,953,388.00)	3,536,000.00	-	3,536,000.00	(3,536,000.00)	-	(3,536,000.00)	-
	40,521,609.00	3,536,000.00	-	3,536,000.00	(29,975,000.00)	-	(29,975,000.00)	-
PROJECTED ENDING FUND BALANCE	942,059,294.00	112,059,000.00	(2,067,000.00)	109,992,000.00	(169,674,075.00)	1,030,000.00	(170,704,075.00)	(3,097,000.00)

**CITY OF INDUSTRY
REVENUE/EXPENSES SUMMARY
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2025-2026**

FUND	CATEGORY	DEPARTMENT	ADOPTED BUDGET FY 25-26	MID-YEAR BUDGET AMENDMENTS	Exhibit C PROPOSED AMENDED BUDGET FY 25-26
100	<u>GENERAL FUND</u>				
	REVENUES				
		General Fund	<u>84,453,000.00</u>	<u>1,029,000.00</u>	<u>85,482,000.00</u>
	EXPENSES				
	ADMINISTRATIVE				
		City Council	439,000.00	-	439,000.00
		City Clerk	453,000.00	10,000.00	463,000.00
		City Manager	1,859,000.00	77,000.00	1,936,000.00
		Central Services	2,211,000.00	(791,000.00)	1,420,000.00
		Human Resources	1,256,000.00	767,000.00	2,023,000.00
		City Attorney/Legal	3,850,000.00	-	3,850,000.00
		Legislative Services	192,000.00	-	192,000.00
		IUDA-Administrative Expenses	183,000.00	(109,000.00)	74,000.00
		Other Uses	-	-	-
	FINANCIAL SERVICES				
		City Treasurer	718,000.00	100,000.00	818,000.00
		Finance	2,074,000.00	15,000.00	2,089,000.00
		Information Technology	1,239,000.00	-	1,239,000.00
	DEVELOPMENT SERVICES				
		Engineering	532,000.00	(42,000.00)	490,000.00
		Planning	750,000.00	-	750,000.00
		Development Services	1,818,000.00	19,000.00	1,837,000.00
		Public Safety	16,071,000.00	57,000.00	16,128,000.00
		Public Works	4,361,000.00	-	4,361,000.00
		Streets and Roads	1,590,000.00	350,000.00	1,940,000.00
		Other Contracted Services	4,615,000.00	-	4,615,000.00
		Civic Financial Center	3,616,000.00	-	3,616,000.00
		Industry Hills Maintenance	766,000.00	-	766,000.00
		Habitat and Open Space	1,035,000.00	400,000.00	1,435,000.00
		Street Lights	1,105,000.00	-	1,105,000.00
	COMMUNITY SUPPORT & REGIONAL IMPROVEMENTS				
		El Encanto	6,246,000.00	-	6,246,000.00
		Community Promotions & Economic Development	2,827,075.00	-	2,827,075.00
		Workman Temple Homestead	1,552,000.00	-	1,552,000.00

METROLINK STATION		Electric Utility - Metrolink Division	444,000.00	99,000.00	543,000.00
		GENERAL FUND-TOTAL EXPENDITURES	61,802,075.00	952,000.00	62,754,075.00
<u>ENTERPRISE FUND</u>					
360	EXPENSES				
	CRIA	CRIA Expenses	<u>2,715,000.00</u>	<u>(223,000.00)</u>	<u>2,492,000.00</u>
361	REVENUES & EXPENSES				
	EXPO CENTER	Expo Center Revenues	<u>1,817,000.00</u>	<u>(182,000.00)</u>	<u>1,635,000.00</u>
		Expo Center Expenses	<u>2,726,000.00</u>	<u>(286,000.00)</u>	<u>2,440,000.00</u>
560	REVENUES & EXPENSES				
	IPUC RECLAIMED WATER	IPUC Reclaimed Water Revenues	<u>1,391,000.00</u>	<u>645,000.00</u>	<u>2,036,000.00</u>
		IPUC Reclaimed Water Expenses	<u>1,353,000.00</u>	<u>431,000.00</u>	<u>1,784,000.00</u>
561	REVENUES & EXPENSES				
	IPUC POTABLE WATER	IPUC Potable Water Revenues	<u>3,018,000.00</u>	<u>155,000.00</u>	<u>3,173,000.00</u>
		IPUC Potable Water Expenses	<u>2,737,000.00</u>	<u>156,000.00</u>	<u>2,893,000.00</u>
<u>CAPITAL IMPROVEMENT PROGRAM FUND</u>					
120	REVENUES				
	CITY CIP	Capital Improvements Fund-City Revenues	<u>6,714,000.00</u>	<u>(3,714,000.00)</u>	<u>3,000,000.00</u>
			<u>6,714,000.00</u>	<u>(3,714,000.00)</u>	<u>3,000,000.00</u>
	EXPENSES				
103	PROP A CIP	Capital Improvements Fund-Prop A Expenses	640,000.00	250,000.00	890,000.00
107	MEASURE W CIP	Capital Improvements Fund-Measure W Expenses	4,405,000.00	-	4,405,000.00
120	CITY CIP	Capital Improvements Fund-City Expenses	38,090,000.00	(250,000.00)	37,840,000.00
121	CRIA CIP	Capital Improvements Fund-CRIA Expenses	8,855,000.00	-	8,855,000.00
122	IPUC ELECTRIC CIP	Capital Improvements Fund-IPUC Electric Expenses	4,070,000.00	-	4,070,000.00
123	IPUC WATER CIP	Capital Improvements Fund-IPUC Water Expenses	1,795,000.00	-	1,795,000.00
124	IPHMA CIP	Capital Improvements Fund-IPHMA Expenses	800,000.00	-	800,000.00
			<u>58,655,000.00</u>	<u>-</u>	<u>58,655,000.00</u>
		NET REVENUE INCREASE/(DECREASE)		(2,067,000.00)	
		NET EXPENSE INCREASE/(DECREASE)		1,030,000.00	
		TOTAL NET MID-YEAR BUDGET AMENDMENTS FY 25-26		(3,097,000.00)	

CITY OF INDUSTRY
REVENUE/EXPENSES DETAIL
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2025-2026

Exhibit D

Account	Account Description	ADOPTED BUDGET FY 25-26	BUDGET AMENDMENTS	AMENDED BUDGET	MID-YEAR BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET FY 25-26
Fund 100 - General Fund						
Department 200 - Revenue						
4010	Sales Tax	35,619,000.00	-	35,619,000.00	877,000.00	36,496,000.00
4025.03	Prop Tax - Supplement Roll Prior Year	-	-	-	8,000.00	8,000.00
4120.07	Permits - Engineering, Plan Check & Grading Fees	-	-	-	19,000.00	19,000.00
4415	OPEB - Reimbursement	700,000.00	-	700,000.00	125,000.00	825,000.00
Department 200 - Revenue Total		36,319,000.00	-	36,319,000.00	1,029,000.00	37,348,000.00
Department 350 - Metrolink Station						
5013	Telephone	11,000.00	-	11,000.00	34,000.00	45,000.00
5730.03	Utilities - Electric	200,000.00	-	200,000.00	65,000.00	265,000.00
Department 350 - Metrolink Station Total		211,000.00	-	211,000.00	99,000.00	310,000.00
Department 502 - City Clerk						
5610	Travel and Meetings	5,000.00	-	5,000.00	10,000.00	15,000.00
Department 502 - City Clerk Total		5,000.00	-	5,000.00	10,000.00	15,000.00
Department 503 - City Manager						
5007	Vacation Buyout	-	-	-	60,000.00	60,000.00
5008	Sick Buyout	-	-	-	25,000.00	25,000.00
5631	Workers Compensation	15,000.00	-	15,000.00	(8,000.00)	7,000.00
Department 503 - City Manager Total		15,000.00	-	15,000.00	77,000.00	92,000.00
Department 504 - Engineering						
5017	Medical Reimbursements	82,000.00	-	82,000.00	(42,000.00)	40,000.00
Department 504 - Engineering Total		82,000.00	-	82,000.00	(42,000.00)	40,000.00
Department 505 - City Treasurer						
5016	CalPERS - Employer	53,000.00	-	53,000.00	100,000.00	153,000.00
Department 505 - City Treasurer Total		53,000.00	-	53,000.00	100,000.00	153,000.00
Department 506 - Finance						
5007	Vacation Buyout	-	-	-	15,000.00	15,000.00
Department 506 - Finance Total		-	-	-	15,000.00	15,000.00
Department 507 - Central Services						
5012	General Insurance and Bonding	1,506,000.00	-	1,506,000.00	(756,000.00)	750,000.00
5562	Office Equipment & Furniture	45,000.00	-	45,000.00	(35,000.00)	10,000.00
Department 507 - Central Services Total		1,551,000.00	-	1,551,000.00	(791,000.00)	760,000.00

Department 508 - Human Resources						
5016	CalPERS - Employer	120,000.00	-	120,000.00	120,000.00	240,000.00
5017	Medical Premiums	543,000.00	-	543,000.00	(443,000.00)	100,000.00
5017.02	Medical Reimbursements	128,000.00	-	128,000.00	(60,000.00)	68,000.00
5017.03	Post Employment Benefit	-	-	-	500,000.00	500,000.00
5017.04	HRA Trust Account Reserves	-	-	-	650,000.00	650,000.00
Department 508 - Human Resources Total		791,000.00	-	791,000.00	767,000.00	1,558,000.00
Department 526 - Development Services						
5016	CalPERS - Employer	26,000.00	-	26,000.00	19,000.00	45,000.00
Department 526 - Development Services Total		26,000.00	-	26,000.00	19,000.00	45,000.00
Department 556 - IUDA Administration						
5120.01	Professional Services	119,000.00	-	119,000.00	(69,000.00)	50,000.00
5900	General Engineering	50,000.00	-	50,000.00	(40,000.00)	10,000.00
Department 556 - IUDA Administration Total		169,000.00	-	169,000.00	(109,000.00)	60,000.00
Department 601 - Public Safety						
5001	Salaries	-	-	-	100,000.00	100,000.00
5001.02	Salaries - Part - Time	218,000.00	-	218,000.00	(100,000.00)	118,000.00
5016	CalPERS - Employer	8,000.00	-	8,000.00	7,000.00	15,000.00
5017	Medical Premiums	-	-	-	34,000.00	34,000.00
5020	CalPERS - Employee	-	-	-	7,000.00	7,000.00
5031.01	Disability - Long Term	-	-	-	1,000.00	1,000.00
5031.02	Disability - Short Term	-	-	-	1,000.00	1,000.00
5033	Dental Premiums	-	-	-	3,000.00	3,000.00
5034	Vision Premiums	-	-	-	1,000.00	1,000.00
5037	Accidental Death Insurance	-	-	-	1,000.00	1,000.00
5038	Supplemental UNUM Insurance	-	-	-	2,000.00	2,000.00
Department 601 - Public Safety Total		226,000.00	-	226,000.00	57,000.00	283,000.00
Department 622 - Public Works						
5900	General Engineering	3,800,000.00	-	3,800,000.00	(200,000.00)	3,600,000.00
5901	Permit Expenses - Engineering, Plan Check & Grading	-	-	-	200,000.00	200,000.00
Department 622 - Public Works Total		3,800,000.00	-	3,800,000.00	-	3,800,000.00
Department 623 - Streets and Roads						
7200	Street Repairs	300,000.00	-	300,000.00	150,000.00	450,000.00
7210	Street Light Repairs	-	-	-	50,000.00	50,000.00
7240	Traffic Striping	75,000.00	-	75,000.00	(75,000.00)	-
7250	Traffic Signing-Non/Illum	15,000.00	-	15,000.00	275,000.00	290,000.00
7260	Bridge Maintenance	75,000.00	-	75,000.00	(50,000.00)	25,000.00
Department 623 - Streets and Roads Total		465,000.00	-	465,000.00	350,000.00	815,000.00
Department 628 - Habitat & Open Space						
5068	Landscape Maintenance	-	-	-	400,000.00	400,000.00
Department 628 - Habitat & Open Space Total		-	-	-	400,000.00	400,000.00
Fund 100 - General Fund Total						
REVENUE Total		36,319,000.00	-	36,319,000.00	1,029,000.00	37,348,000.00
EXPENSE Total		7,394,000.00	-	7,394,000.00	952,000.00	8,346,000.00

Fund 120 - Citywide Capital Improvements

Department 200 - Revenue

4300.03	US Bank Interest Income	3,500,000.00	-	3,500,000.00	(2,000,000.00)	1,500,000.00
4408	Prop C- Project Grant Funds	<u>1,714,000.00</u>	<u>-</u>	<u>1,714,000.00</u>	<u>(1,714,000.00)</u>	<u>-</u>
	Department 200 - Revenue Total	5,214,000.00	-	5,214,000.00	(3,714,000.00)	1,500,000.00

Fund 120 - Citywide Capital Improvements Totals

REVENUE Total		5,214,000.00	-	5,214,000.00	(3,714,000.00)	1,500,000.00
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Fund 360 - CRIA

Department 800 - CRIA Administration City

5068	Landscape Maintenance	950,000.00	-	950,000.00	(250,000.00)	700,000.00
5695.03	Property Maintenance	<u>-</u>	<u>-</u>	<u>-</u>	<u>27,000.00</u>	<u>27,000.00</u>
	Department 800 - CRIA Administration City Total	950,000.00	-	950,000.00	(223,000.00)	727,000.00

Fund 360 - CRIA Total

EXPENSE Total		950,000.00	-	950,000.00	(223,000.00)	727,000.00
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Fund 361 - CRIA EXPO Center

Department 814 - Banquet Revenue

4440	Miscellaneous Income	6,000.00	-	6,000.00	3,000.00	9,000.00
8141	Banquet Rentals	243,000.00	-	243,000.00	(130,000.00)	113,000.00
8142	Bar Sales	224,000.00	-	224,000.00	(120,000.00)	104,000.00
8164	Security Revenue	59,000.00	-	59,000.00	(32,000.00)	27,000.00
8165	Concession Sales	2,000.00	-	2,000.00	(2,000.00)	-
8168	Equipment Rental - Banquet	10,000.00	-	10,000.00	(9,000.00)	1,000.00
8189	Banquet Tulip Ins	11,000.00	-	11,000.00	(10,000.00)	1,000.00

Department 815 - Grand Arena Revenue

8035	Show Barn Stall Rental	58,000.00	-	58,000.00	(3,000.00)	55,000.00
8042	Lighting	30,000.00	-	30,000.00	(5,000.00)	25,000.00
8044	Audio/Video Tech Support	5,000.00	-	5,000.00	1,000.00	6,000.00
8045	RV Parking	68,000.00	-	68,000.00	(5,000.00)	63,000.00
8046	Ground Prep Fee	2,000.00	-	2,000.00	(1,000.00)	1,000.00
8142	Bar Sales	391,000.00	-	391,000.00	94,000.00	485,000.00
8151	Arena Rentals	187,000.00	-	187,000.00	(1,000.00)	186,000.00
8153	Shavings Sales	5,000.00	-	5,000.00	2,000.00	7,000.00
8155	Clean Up & Tear Down Fees	49,000.00	-	49,000.00	(1,000.00)	48,000.00
8156	Vendor Fee	42,000.00	-	42,000.00	(2,000.00)	40,000.00
8157	Parking Fees	277,000.00	-	277,000.00	29,000.00	306,000.00
8158	Outdoor Arena	7,000.00	-	7,000.00	(3,000.00)	4,000.00
8164	Security Revenue	106,000.00	-	106,000.00	7,000.00	113,000.00
8168	Equipment Rental - Banquet	15,000.00	-	15,000.00	6,000.00	21,000.00
8225	Stand by outside services for Arena	7,000.00	-	7,000.00	(3,000.00)	4,000.00
4440	Miscellaneous Income	<u>1,000.00</u>	<u>-</u>	<u>1,000.00</u>	<u>3,000.00</u>	<u>4,000.00</u>
	Department 800s - Revenue Total	1,805,000.00	-	1,805,000.00	(182,000.00)	1,623,000.00

Department 814 - Banquet Expenditures						
5560	Equipment Rental	3,000.00	-	3,000.00	(3,000.00)	-
5745	Sales Tax - Expo Center	2,000.00	-	2,000.00	(1,000.00)	1,000.00
5750	Supplies	16,000.00	-	16,000.00	(10,000.00)	6,000.00
5761	Cost of Alcohol	77,000.00	-	77,000.00	(39,000.00)	38,000.00
5790	Miscellaneous	11,000.00	-	11,000.00	(1,000.00)	10,000.00
6140	Special Security Exp	59,000.00	-	59,000.00	(29,000.00)	30,000.00
6220	Contract Labor	307,000.00	-	307,000.00	(159,000.00)	148,000.00
6225	Outside Service	37,000.00	-	37,000.00	(17,000.00)	20,000.00
8510	Property Maintenance	3,000.00	-	3,000.00	(3,000.00)	-
9010	Furniture, Equipment & Fixtures	37,000.00	-	37,000.00	(37,000.00)	-
Department 815 - Grand Arena Expenditures						
5560	Equipment Rental	30,000.00	-	30,000.00	(4,000.00)	26,000.00
5750	Supplies	36,000.00	-	36,000.00	-	36,000.00
5754	Bar Supplies	7,000.00	-	7,000.00	3,000.00	10,000.00
5757	Promotional Expenses	10,000.00	-	10,000.00	(4,000.00)	6,000.00
5761	Cost of Alcohol	110,000.00	-	110,000.00	17,000.00	127,000.00
5762	Cost of Shavings	4,000.00	-	4,000.00	1,000.00	5,000.00
5790	Miscellaneous	2,000.00	-	2,000.00	(1,000.00)	1,000.00
6140	Special Security Exp	115,000.00	-	115,000.00	11,000.00	126,000.00
5780	Bad Debt Expense	-	-	-	4,000.00	4,000.00
6220	Contract Labor	197,000.00	-	197,000.00	28,000.00	225,000.00
6225	Outside Service	86,000.00	-	86,000.00	(3,000.00)	83,000.00
8510	Property Maintenance	14,000.00	-	14,000.00	(5,000.00)	9,000.00
9010	Furniture, Equipment & Fixtures	18,000.00	-	18,000.00	(8,000.00)	10,000.00
Department 816 - Administrative Expenditures						
5120	Outside Services	103,000.00	-	103,000.00	(14,000.00)	89,000.00
5530	Computer Software & Supplies	18,000.00	-	18,000.00	(5,000.00)	13,000.00
5560	Equipment Rental	11,000.00	-	11,000.00	(1,000.00)	10,000.00
5690	Dues, Subscriptions, Books, Etc	17,000.00	-	17,000.00	1,000.00	18,000.00
5731	Postage	3,000.00	-	3,000.00	(1,000.00)	2,000.00
5750	Supplies	26,000.00	-	26,000.00	2,000.00	28,000.00
5770	Bank Fees	34,000.00	-	34,000.00	(3,000.00)	31,000.00
5790	Miscellaneous	5,000.00	-	5,000.00	(2,000.00)	3,000.00
6220	Contract Labor	224,000.00	-	224,000.00	5,000.00	229,000.00
9010	Furniture, Equipment & Fixtures	4,000.00	-	4,000.00	(2,000.00)	2,000.00
Department 817 - General Expenditures						
5120	Outside Services	251,000.00	-	251,000.00	42,000.00	293,000.00
5550	Repair and Maintenance Equipment	4,000.00	-	4,000.00	(2,000.00)	2,000.00
5620	Vehicle Expenses	30,000.00	-	30,000.00	(2,000.00)	28,000.00
5750	Supplies	16,000.00	-	16,000.00	2,000.00	18,000.00
6220	Contract Labor	301,000.00	-	301,000.00	17,000.00	318,000.00
8040	Utilities	297,000.00	-	297,000.00	(48,000.00)	249,000.00
8510	Property Maintenance	166,000.00	-	166,000.00	(15,000.00)	151,000.00
Department 800s - Expenditures Total		2,691,000.00	-	2,691,000.00	(286,000.00)	2,405,000.00
Fund 361 - CRIA EXPO Center Total						
REVENUE Total		1,805,000.00	-	1,805,000.00	(182,000.00)	1,623,000.00
EXPENSE Total		2,691,000.00	-	2,691,000.00	(286,000.00)	2,405,000.00

Fund 560 - IPUC- Reclaimed Water

Department 200 - Revenue						
4116	Reclaimed Water Sales	866,000.00	-	866,000.00	75,000.00	941,000.00
4355	Other Income	<u>5,000.00</u>	<u>-</u>	<u>5,000.00</u>	<u>570,000.00</u>	<u>575,000.00</u>
Department 200 - Revenue Total		871,000.00	-	871,000.00	645,000.00	1,516,000.00
 Department 300 - Expenditures						
5011	Board Salaries	-	-	-	21,000.00	21,000.00
5999	O and M Fees	-	-	-	35,000.00	35,000.00
5130	Planning, Survey and Design	-	-	-	225,000.00	225,000.00
9060	Reclaimed Water System	<u>400,000.00</u>	<u>-</u>	<u>400,000.00</u>	<u>150,000.00</u>	<u>550,000.00</u>
Department 300 - Expenditures Total		400,000.00	-	400,000.00	431,000.00	831,000.00

Fund 560 - IPUC-Reclaimed Water Total

REVENUE Total	871,000.00	-	871,000.00	645,000.00	1,516,000.00
EXPENSE Total	400,000.00	-	400,000.00	431,000.00	831,000.00

Fund 561 - IPUC- Potable Water

Department 200 - Revenue						
4000	Water Sale	1,749,000.00	-	1,749,000.00	141,000.00	1,890,000.00
4003	Fire Services DC Charges	<u>206,000.00</u>	<u>-</u>	<u>206,000.00</u>	<u>14,000.00</u>	<u>220,000.00</u>
Department 200 - Revenue Total		1,955,000.00	-	1,955,000.00	155,000.00	2,110,000.00
 Department 300 - Expenditures						
5012	General Insurance and Bonding	34,000.00	-	34,000.00	9,000.00	43,000.00
5302	Purchase Power	279,000.00	-	279,000.00	(129,000.00)	150,000.00
5430	Transmission & Distribution - LA Puente Valley Water	95,000.00	-	95,000.00	20,000.00	115,000.00
5550	Repair and Maintenance Equipment	32,000.00	-	32,000.00	225,000.00	257,000.00
8105	FH Laterals	<u>39,000.00</u>	<u>-</u>	<u>39,000.00</u>	<u>31,000.00</u>	<u>70,000.00</u>
Department 300 - Expenditures Total		479,000.00	-	479,000.00	156,000.00	635,000.00

Fund 561 - IPUC-Potable Water Total

REVENUE Total	1,955,000.00	-	1,955,000.00	155,000.00	2,110,000.00
EXPENSE Total	479,000.00	-	479,000.00	156,000.00	635,000.00

NET REVENUE INCREASE/(DECREASE)	(2,067,000.00)
NET EXPENSE INCREASE/(DECREASE) and CIP EXPENSE (EXHIBIT F)	1,030,000.00
TOTAL NET MID-YEAR BUDGET AMENDMENTS FY 25-26	(3,097,000.00)

**CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
FISCAL YEAR 2025-2026**

**Exhibit E
MID-YEAR BUDGET
AMENDMENTS**

	<u>FUND</u>	<u>TRANSFERS IN</u>	<u>TRANSFERS OUT</u>	<u>AMENDMENTS</u>
1)	CRIA - EXPO CENTER	361	909,000	(104,000)
	CRIA- CAPITAL PROJECTS	360		104,000
2)	CRIA- CAPITAL PROJECTS	360	3,574,400	(327,000)
	CITY GENERAL FUND	100		327,000
3)	CITY- IPHMA	160	634,000	
	CITY GENERAL FUND	100		(634,000)
4)	CITY- IPHMA	160	800,000	
	CITY - CAPITAL IMPROVEMENT:	120		(800,000)
	IPHMA - CAPITAL IMPROVEMENTS	124	800,000	
	CITY- IPHMA	160		(800,000)
5)	CRIA- CAPITAL PROJECTS	360	8,855,000	
	CITY - CAPITAL IMPROVEMENT:	120		(8,855,000)
	CRIA - CAPITAL IMPROVEMENTS	121	8,855,000	
	CRIA- CAPITAL PROJECTS	360		(8,855,000)
6)	ELECTRIC CAPITAL IMPROVEMENT	122	4,070,000	
	CITY ELECTRIC	161		(4,070,000)
7)	WATER CAPITAL IMPROVEMENT	123	1,795,000	
	CITY WATER	560		(1,795,000)
8)	CITY DEBT SERVICE	140	35,619,000	
	CITY GENERAL FUND	100		(35,619,000)
	CITY GENERAL FUND	100	8,561,000	
	CITY DEBT SERVICE	140		(8,561,000)
9)	PUBLIC FACILITIES AUTHORITY	440	8,000	
	CITY GENERAL FUND	100		(8,000)
		<u>74,480,400</u>	<u>(74,480,400)</u>	<u>-</u>

**CITY OF INDUSTRY
CAPITAL IMPROVEMENT BUDGET
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2025-2026**

CITY FUNDED BY CIP	Exhibit F				
Project Description	ADOPTED BUDGET FY 25-26	BUDGET AMENDMENTS	AMENDED BUDGET	MID-YEAR BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET FY 25-26
GRADE SEPARATION PROJECTS	825,000.00	3,816,000.00	4,641,000.00	2,010,000.00	6,651,000.00
STREET WIDENING, RECONSTRUCTION, RESURFACING AND SLURRY SEAL	22,310,000.00	(4,081,000.00)	18,229,000.00	455,000.00	18,684,000.00
STORM DRAIN IMPROVEMENTS	1,330,000.00	-	1,330,000.00	-	1,330,000.00
TRAFFIC SIGNAL IMPROVEMENTS	4,675,000.00	-	4,675,000.00	(2,530,000.00)	2,145,000.00
BRIDGE WIDENING, SEISMIC RETROFIT AND MAINTENANCE IMPROVEMENTS	375,000.00	-	375,000.00	545,000.00	920,000.00
HOMESTEAD MUSEUM	545,000.00	-	545,000.00	-	545,000.00
INDUSTRY HILLS GOLF & CONVENTION FACILITIES	190,000.00	-	190,000.00	35,000.00	225,000.00
EL ENCANTO C.I.P.	500,000.00	-	500,000.00	100,000.00	600,000.00
OPEN SPACES/ TONNER CANYON/TRES HERMANOS	1,190,000.00	-	1,190,000.00	(885,000.00)	305,000.00
TRES HERMANOS RANCH PROPERTY	-	-	-	-	-
PROPERTY REDEVELOPMENT & DEMO	25,000.00	-	25,000.00	-	25,000.00
MISCELLANEOUS	525,000.00	-	525,000.00	280,000.00	805,000.00
CIVIC CENTER FACILITIES	2,700,000.00	-	2,700,000.00	(635,000.00)	2,065,000.00
FACILITIES IMPROVEMENTS	3,540,000.00	265,000.00	3,805,000.00	625,000.00	4,430,000.00
Total CITY funded by CIP	38,730,000.00	-	38,730,000.00	-	38,730,000.00
CITY FUNDED BY MEASURE W					
Project Description	ADOPTED BUDGET FY 25-26	BUDGET AMENDMENTS	AMENDED BUDGET	MID-YEAR BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET FY 25-26
STORM DRAIN IMPROVEMENTS	4,405,000.00	-	4,405,000.00	-	4,405,000.00
Total CITY funded by CIP	4,405,000.00	-	4,405,000.00	-	4,405,000.00
Total CITY	43,135,000.00	-	43,135,000.00	-	43,135,000.00
CRIA FUNDED BY CIP					
Project Description	ADOPTED BUDGET FY 25-26	BUDGET AMENDMENTS	AMENDED BUDGET	MID-YEAR BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET FY 25-26
EXPO CENTER AT INDUSTRY HILLS	8,855,000.00	-	8,855,000.00	-	8,855,000.00
Total CRIA funded by CIP	8,855,000.00	-	8,855,000.00	-	8,855,000.00
IPUC FUNDED BY CIP					
Project Description	ADOPTED BUDGET FY 25-26	BUDGET AMENDMENTS	AMENDED BUDGET	MID-YEAR BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET FY 25-26
IPUC - WATER UTILITY (IPU)	1,795,000	-	1,795,000.00	-	1,795,000.00
IPUC - ELECTRIC UTILITY (IPU)	4,070,000	-	4,070,000.00	-	4,070,000.00
Total IPUC funded by CIP	5,865,000.00	-	5,865,000.00	-	5,865,000.00
IPHMA FUNDED BY CIP					
Project Description	ADOPTED BUDGET FY 25-26	BUDGET AMENDMENTS	AMENDED BUDGET	MID-YEAR BUDGET AMENDMENTS	PROPOSED AMENDED BUDGET FY 25-26
IPHMA Capital Improvements	800,000.00	-	800,000.00	-	800,000.00
Total IPHMA funded by CIP	800,000.00	-	800,000.00	-	800,000.00
Total CIP	58,655,000.00	-	58,655,000.00	-	58,655,000.00

**CITY OF INDUSTRY
CAPITAL IMPROVEMENT BUDGET- NEW PROJECTS ADDED
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2025-2026**

**Exhibit G
FY 25-26
Proposed Budget**

Project Name	FY 25-26 Proposed Budget
Street Widening, Reconstruction, Resurfacing, and Slurry Seal (City)	
2026-2027 Citywide Signing & Striping Improvements	\$ 50,000
Citywide Sign Replacement Phase II	\$ 75,000
Stoner Creek Road Improvements from Colima Road to Gale Avenue	\$ 75,000
Avocado Heights/San Jose Hills - Valley Blvd. (Co-Op project with LA County)	\$ 10,000
Streetlight Improvements at Rowland Street and Ajax Avenue	\$ 120,000
R-60 at Azusa Avenue Beautification	TBD
Azusa Way Bike Path Improvements	TBD
Traffic Signal and Traffic Related Improvements (City)	
Azusa Avenue Improvements at Gemini Street (Co-Op project with LA County)	\$ 70,000
Bridge Widening, Seismic Retrofit, and Preventative Maintenance (City)	
Bridge Widening - Anaheim-Puente Road Bridge over San Jose Creek	\$ 530,000
Expo Center at Industry Hills (CRIA)	
Expo Center Lighting Improvements	\$ 105,000
IPU - Water Utility (IPU)	
Oranut Lane Waterline Improvements	\$ 55,000
San Fidel Well Field Site	\$ 60,000
Civic Center Improvements (City)	
City Hall Exterior Improvements	\$ 20,000

**New projects proposed for the Capital Improvement Budget.
The proposed funds for the new projects have been shifted from some of the existing projects.**

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
Sean Calvillo, Director of Operations

DATE: February 26, 2026

SUBJECT: Consideration of Amendment No. 3 to the Professional Services Agreement with D.S. Ewing Architects, Inc., to provide architectural design services for the City Council Chambers and IBC Building Improvement project, revising the scope of services, and increasing compensation by \$230,000.00

Background:

On June 13, 2024, the City Council approved a Professional Services Agreement (“Agreement”) with D.S. Ewing Architects, Inc. (“Ewing”) to provide architectural design services for the City Council Chambers and IBC Building Improvement project, in the amount of \$100,000.00, through June 13, 2025. The scope of work includes verifying the existing condition and as-built information for the building, creating design concepts for both the City Council Chamber and IBC training room, developing a final schematic design upon feedback from City Staff, reviewing accessibility and egress issues to meet current applicable codes, and designing interior and exterior elevation and floor plans. Ewing also coordinates with the City’s consultant ISN Global for audio/visual improvements and IT upgrades.

Ewing has completed verifying the existing condition, based upon site visit measurements and as-built information. Ewing also held several meetings with Staff, presenting their schematic design concepts, which included several iterations based on Staff feedback. Ewing conducted several additional meetings to incorporate additional feedback before proceeding into the preliminary design phase. On October 10, 2024, the City Council approved Amendment No. 1 to increase compensation by \$35,000.00 for the additional time and effort to complete the schematic design phase after additional feedback was provided by Staff. On December 12, 2024, the City Council approved Amendment No. 2 extending the term through June 13, 2027, revising the scope of services to incorporate the next phases of design for the project including the mechanical, electrical, plumbing and structural designs, and increasing compensation by

\$757,000.00 for that work.

Discussion:

The design phase for the project has been ongoing and is approaching the final design phase. The project scope originally did not include any remodeling of the spaces outside of the IBC training room. In order to create a more cohesive building remodel, the IBC offices portion of the building was added to the scope of work. Staff recommends approving Amendment No. 3 to the Agreement to revise the scope of services to now incorporate the interior design of the IBC office wing. Additionally, the project scope has expanded to include additional design services and program requirements necessary to meet the 2023/2026 California Code requirements and to complete the interior design of the IBC office wing. Amendment No. 3 includes a companion increase in compensation of \$230,000.00 for the additional work.

Fiscal Impact:

Table 1 - Summary of Costs

Contract Amount	\$100,000.00
Amendment No. 1	\$35,000.00
Amendment No. 2	\$757,000.00
Amendment No. 3	\$230,000.00
Revised Project Cost	\$1,122,000.00

The fiscal impact is \$230,000.00. In the adopted FY 2026-2027 Capital Improvement Project budget, \$750,000.00 is approved for this work in the proposed mid year budget adjustment (Account No. 120-725-5130) (MP 03-24 #8).

Recommendation:

Approve Amendment No. 3 to the Professional Services Agreement with D.S. Ewing Architects.

Exhibits:

1. Amendment No. 3 to the Professional Services Agreement with D.S. Ewing Architects, Inc., dated February 26, 2026
2. D.S. EWING ARCHITECTS INC PROFESSIONAL SERVICES AGREEMENT

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT WITH
ON D.S. EWING ARCHITECTS, INC.**

This Amendment No. 3 to the Professional Services Agreement (“Agreement”) is made and entered into this 26th day of January, 2026, (“Effective Date”) by and between the City of Industry (“City”), a municipal corporation, and D.S. Ewing Architects, Inc., a California corporation, (“Consultant”). City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about June 13, 2024, the City approved a Professional Services Agreement (“Agreement”) with Consultant in the amount of \$100,000.00, through June 13, 2025, to provide architectural design services for the City Council Chambers and IBC Building Improvements project; and

WHEREAS, on or about October 10, 2024, Amendment No. 1 was approved, to increase compensation by \$35,000.00 due to additional time and effort needed for finalizing the schematic designs based on feedback from City Staff; and

WHEREAS, on or about December 12, 2024, Amendment No. 2 was approved to extend the term through June 13, 2027, revise the scope of services to include final design services for architectural, mechanical, electrical, plumbing, and structural designs, and increasing compensation by \$757,000.00 for that work; and

WHEREAS, the project scope has expanded to include additional design services and program requirements necessary to meet the 2023/2026 California Code requirements, and to complete the interior design of the IBC Office wing, therefore it is necessary to amend the scope of services and increase compensation by \$230,000.00 for the additional work; and

WHEREAS, for the reasons set forth herein, City and Consultant desire to enter into this Amendment No. 3, 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 One Million One Hundred Twenty Two Thousand Dollars (\$1,122,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

EXHIBIT A, SCOPE OF SERVICES

The Scope of Services is hereby revised to include the services set forth in Attachment I, attached hereto and incorporated herein by reference.

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to the Agreement as of the Effective Date.

“CITY”
City of Industry

“CONSULTANT”
D.S. Ewing Architects, Inc.

By: _____
Joshua Nelson, City Manager

By: _____
Douglas S. Ewing, President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 1
EXHIBIT A
SCOPE OF SERVICES

The Consultant shall provide the following additional services for the Council Chamber and Industry Business Council building improvements:

- Additional design services and program requirements necessary to meet the 2023/2026 California Code requirements for the entire building at 15651 Mayor Dave Way, which include structural design and seismic retrofit design of the building. Additional ADA upgrades are included in the design. Prepare final plans, specifications and documents for building department review.
- Additional design of the IBC offices wing. This includes design of the flooring, ceiling, lighting, cabinetry, structural, electrical, mechanical and plumbing, and interior designs. Additionally, the windows and doors on the IBC offices wing will be upgraded. The design will provide a cohesive improvement throughout the building.

**EXHIBIT A TO AMENDMENT NO. 3
PROFESSIONAL SERVICES AGREEMENT WITH D.S. EWING ARCHITECTS, INC.
DATED JUNE 13, 2024**

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of June 13, 2024 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and D.S. Ewing Architects, Inc., a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 13, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Thousand Dollars (\$100,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity other than for professional liability

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

(c) Duty to defend.

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

(c) Consultant shall indemnify, defend and hold harmless, the 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 contributions to any retirement and/or pension plan, 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, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The provisions of this Section 9 (C) are effective as of January 1, 2020. The indemnity provisions set forth in this Section 9 (C) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which

provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Industry
15625 Mayor Dave Way
City of Industry, CA 91744
Attention: 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 Consultant: D.S. Ewing Architects, Inc.
723 E. California Boulevard
Pasadena, CA 91106
Attention: Douglas S. Ewing, President

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions

of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

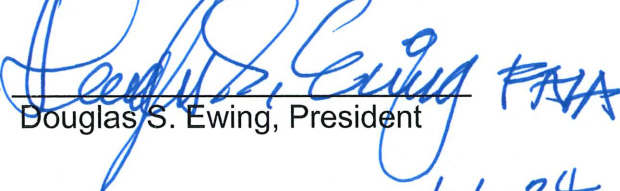
“CITY”

City of Industry


By: 
Joshua Nelson, City Manager

“CONSULTANT”

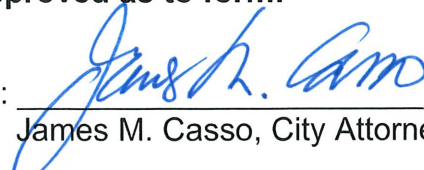
D.S. Ewing Architects, Inc.

By:  P.A.
Douglas S. Ewing, President
6.6.24

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

Consultant shall provide the following services for the City Council Chambers and IBC Building Improvements Project (MP 03-24 #8) at 15651 Mayor Dave Way:

1. As-Built Documentation and Verification Phase for existing building
 - a. Develop an existing conditions plan set by site verifying and redrawing the required sheets from the 1974 blueprint set and the 1986 alterations set
2. Schematic Design Phase – Provide three design concepts for:
 - a. Council Chamber redesign, including but not limited to, raising the ceiling and new lighting, Council Chamber casework
 - b. IBC Training Room redesign, including but not limited to, skylight and shading, new lighting and space plan
 - c. Redesign the rear entry of the building and approaching verandas and walks to provide accessible approach to the Training Room
 - d. Review accessibility and egress issues to meet current applicable codes
 - e. Redesign exterior verandas, walks, and access to provide accessible interior access
 - f. Provide presentation visuals of selected design concepts
 - g. Coordinate with City staff and City selected interior design and A/V Consultant as required

Based on the above scope of work the following deliverables will be provided:

- As-Built Documentation and Verification Phase
 - As-Built Building Reflected Ceiling Plan
 - As-Built Building Section
 - As-Built Building Exterior Elevations (S&W)
 - As-Built Council Chamber Interior Elevations
 - As-Built IBC Site Plan
 - As-Built IBC Building Floor Plan
 - As-Built IBC Exterior Elevations (N&E)

- As-Built Training Room Interior Elevations
- Schematic Design Phase
 - New Accessible Approach and Entry Plan – Three schemes for Council Chambers and IBC training room
 - New Floor Plan – Three schemes
 - New Reflected Ceiling Plan Scheme and skylight plan – Three Schemes each
 - New Exterior Elevation of Council Chamber and IBC training room – Three Schemes each
 - New Sections and Interior Wall Elevations – Three Schemes each
 - Presentation Floor Plan for entire project
 - Two Presentation Elevations for Council Chambers and IBC training room
 - Presentation Schedule
 - Two “Sketch Up” 3-D views of Council Chambers and IBC training room

EXHIBIT B
RATE SCHEDULE

- Principal Architect \$250/hour
- Design Architect \$250/hour
- Project Architect \$150/hour
- Senior Drafting \$125/hour
- CAD Drafting \$90-100/hour
- Administration \$75/hour
- Reimbursable Expenses: print fees will be billed at direct cost
- Prints will be billed at the following rates:
 - In-Office Prints: Black and White 30x42: \$5.00/sheet + print labor at \$40/hour or fraction thereof. Color 30x42: \$7.25/sheet + print labor at \$40/hour or fraction thereof
 - Third Party Printer: Black and White 30x42: \$3.00/sheet. Color 30x42: \$53.00/sheet

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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
James Cramsie, Sr. Director of Engineering
Arlene Lopez, Sr. Project Manager

DATE: February 26, 2026

SUBJECT: Consideration of Award of Contract No. CITY-1501, Kella Avenue and Rooks Road Storm Drain and Pavement Rehabilitation to Gentry General Engineering, Inc. in an amount not to exceed \$1,035,847.40 and adopt Notice of Exemption regarding same

Background:

On October 23, 2025, the City Council authorized solicitation of public bids for Kella Avenue and Rooks Road Storm Drain and Pavement Rehabilitation project for an estimated cost of \$1,148,000.00. This project was bid to procure a contractor to provide 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.

On November 25, 2025, the bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 724 vendors. The bid was viewed by 89 prospective bidders. The appropriate trade journals were notified on November 25, 2025. The bid was advertised on December 1, 2025 and December 8, 2025 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until January 2, 2026 at 5:00 p.m. in the City's Planetbids™ vendor portal.

Discussion:

The bid process closed on January 22, 2026. Fourteen (14) bids were received. The review of bids has found that Gentry General Engineering, Inc., has submitted the lowest responsive bid and has the relevant experience, qualifications, and licensing necessary to complete this project. Below is a table of all bidders and their prices, showing that Gentry General

Engineering, Inc. is the lowest responsive bidder.

Bidder	Bid Price
Voltaire Engineering	\$975,635.00
Towo Enterprises, Inc.	\$1,020,835.00
Gentry General Engineering, Inc.	\$1,035,847.40
Gentry Brothers, Inc.	\$1,087,800.00
Van Engineering, Inc.	\$1,127,060.00
Hardy & Harper, Inc.	\$1,275,000.00
ONYX Paving Company, Inc.	\$1,308,000.00
Toro Enterprises, Inc.	\$1,438,838.75
Sequel Contractors, Inc.	\$1,445,300.00
Sully-Miller Contracting Company	\$1,454,020.00
All American Asphalt	\$1,658,220.00
CEM Construction Corporation	\$1,783,825.00
PALP dba Excel Paving Company	\$1,987,755.00
Crosby Plumbing, Inc.	\$2,287,483.35

Upon review of the bids, the apparent lowest bidder, Voltaire Engineering did not use the City's standard Bid Bond Form and the second lowest bidder Towo Enterprises, Inc. was missing the Corporate Seal on the Bidders Information Sheet. Therefore, both Voltaire Engineering and Towo Enterprise, Inc. bids were deemed non-responsive.

Review of the third low bidder, Gentry General Engineering, Inc., showed its bid documents were complete. Staff recommends awarding the contract to Gentry General Engineering, Inc.

Staff has determined that this project is subject to review under the California Environmental Quality Act ("CEQA"), however, it falls within the Categorical Exemption, Section 15301 Class 1, minor alteration of existing public facilities. As set forth above, the project involves asphalt concrete and portland concrete cement removal, construction, and repair. Concrete sidewalk removal and reconstruction, trenching, storm drain and catch basin construction and signing and striping., and pursuant to Section 15301 of the CEQA Regulations, the repair, maintenance, or minor alteration of existing City streets is exempt, as long as there is no expansion (or only negligible expansion) of the use. Here, Staff is proposing to complete maintenance on existing streets and storm drain construction, the project does not result in an expansion of the use, as the streets are not being expanded to allow for additional traffic, it's simply routine maintenance work.

Fiscal Impact:

The fiscal impact is \$1,035,847.40. In the adopted Fiscal Year 2026-2027 Capital Improvement Project budget, \$1,100,000.00 is approved for this project (Account No. 120-703-5205, CIP S 19 041 B/MP 12-07 #2).

Recommendation:

1. Staff recommends that the City Council consider the results of the Kella Avenue and

Rooks Road Storm Drain and Pavement Rehabilitation bid and award the bid to Gentry General Engineering, Inc.; and

2. Authorize the City Manager to approve change orders up to ten percent of the contract amount; and

3. Staff recommends that the Council adopt the Notice to Exemption for this project

Exhibits:

1. Bid Results
2. Bid Schedule Packet (Page A-12 and Pages C-4R through C-12)
3. Contractor's State of California and Department of Industrial relations License Detail
4. Notice of Exemption

ty of Industry
 Road Storm Drain and Pavement Rehabilitation (CITY-1501)
 d on 11/25/2025
 ry 22, 2026 10:00 AM (PST)
 ed on 01/22/2026

(Unit Price * Quantity)

Item No	Description	Unit of Measure	Qty	Voltaire Engineering - Unit Price	Voltaire Engineering - Line Total
1	Mobilization	LS	1	\$30,000.00	\$30,000.00
2	Traffic Control	LS	1	\$30,000.00	\$30,000.00
3	Preparation and Implementation of the Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$3,795.00	\$3,795.00
4	Sawcut and Remove Existing AC Pavement	SF	20500	\$2.00	\$41,000.00
5	Repair Up To 25% Underlying PCC Pavement	SF	5110	\$5.50	\$28,105.00
6	Remove & Replace Up To 25% of Underlying PCC Pavement	SF	5110	\$10.00	\$51,100.00
7	Sawcut and Remove Existing AC Pavement & 3" CAB	SF	19900	\$2.00	\$39,800.00
8	Sawcut and Remove Existing PCC Curb and Gutter Including Base, as Required	LF	745	\$30.00	\$22,350.00
9	Sawcut and Remove Existing PCC Sidewalk and Base Materials	SF	720	\$5.00	\$3,600.00
10	Sawcut and Remove Existing PCC Driveway and Base Materials	SF	940	\$5.00	\$4,700.00
11	Sawcut and Remove Existing PCC Curb Ramp and Base Materials	SF	95	\$10.00	\$950.00
12	Adjust Manhole Cover and Frame to Finished Grade	EA	5	\$3,000.00	\$15,000.00
13	Adjust Pull Box or Utility Cover & Frame to Finish Grade	EA	1	\$1,300.00	\$1,300.00
14	Adjust Water or Gas Valve Cover and Frame to Finished Grade	EA	3	\$400.00	\$1,200.00
15	Modify Existing Irrigation Facilities	LS	1	\$3,250.00	\$3,250.00
16	Remove and Salvage Existing Wrought Iron Gate and Reinstall Wrought Iron Gate on New Guide Channel.	EA	2	\$1,500.00	\$3,000.00
17	Construct High Stability Asphalt Concrete (Type C2 PG 70-10-R0)	TN	790	\$200.00	\$158,000.00

Item No	Description	Unit of Measure	Qty	Voltaire Engineering - Unit Price	Voltaire Engineering - Line Total
18	Construct Asphalt Concrete Base Course (Type B PG 64-10-R0)	TN	970	\$210.00	\$203,700.00
19	Construct Crushed Aggregate Base	CY	190	\$170.00	\$32,300.00
20	Construct Type A2 PCC Curb and Gutter per City of Industry Standard Plan 112	LF	745	\$55.00	\$40,975.00
21	Construct PCC Sidewalk and Obstruction Flare per City of Industry Standard Plan 115	SF	720	\$20.00	\$14,400.00
22	Construct Local Depression, Case 2, per City of Industry Standard Plan 212	EA	1	\$5,500.00	\$5,500.00
23	Reconstruct PCC Driveway Per Modified City of Industry Std. Plan No. 114	SF	940	\$25.00	\$23,500.00
24	Reconstruct PCC Curb Ramp per Caltrans Std. Plan A88A	SF	95	\$75.00	\$7,125.00
25	Pavement Markers, Markings and Traffic Striping	LS	1	\$33,075.00	\$33,075.00
26	Install Traffic Signal Loop Detector	LF	260	\$20.00	\$5,200.00
27	Adjust Survey Monument Handhole Cover to Finish Grade	EA	2	\$400.00	\$800.00
28	Sawcut and Remove Existing AC Pavement, CAB and Excavate Trench	CY	515	\$65.00	\$33,475.00
29	Construct Catch Basin per SPPWC Standard Plan 300-4	EA	1	\$12,000.00	\$12,000.00
30	Construct 24" RCP per Plan with Sand Trench Backfill per Detail A on Sheet 7	LF	465	\$179.00	\$83,235.00
31	Construct Junction Structure per SPPWC Standard Plan No. 331-3	EA	1	\$5,000.00	\$5,000.00
32	Construct Manhole Structure per SPPWC Standard Plan No. 321-2	EA	3	\$7,000.00	\$21,000.00
33	8-inch Crushed Aggregate Base per Detail A on Sheet 7	CY	70	\$160.00	\$11,200.00
34	Remove and Replace Curb, Dowels and Face Plate at Existing Catch Basin	EA	1	\$6,000.00	\$6,000.00
				Subtotal	\$975,635.00
				Total	\$975,635.00

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(Unit Price * Quantity)

Item No	Description	Unit of Measure	Qty	Towo Enterprise Inc - Unit Price	Towo Enterprise Inc - Line Total
1	Mobilization	LS	1	\$35,000.00	\$35,000.00
2	Traffic Control	LS	1	\$25,000.00	\$25,000.00
3	Preparation and Implementation of the Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$10,000.00	\$10,000.00
4	Sawcut and Remove Existing AC Pavement	SF	20500	\$2.50	\$51,250.00
5	Repair Up To 25% Underlying PCC Pavement	SF	5110	\$5.00	\$25,550.00
6	Remove & Replace Up To 25% of Underlying PCC Pavement	SF	5110	\$6.00	\$30,660.00
7	Sawcut and Remove Existing AC Pavement & 3" CAB	SF	19900	\$7.00	\$139,300.00
8	Sawcut and Remove Existing PCC Curb and Gutter Including Base, as Required	LF	745	\$8.00	\$5,960.00
9	Sawcut and Remove Existing PCC Sidewalk and Base Materials	SF	720	\$3.00	\$2,160.00
10	Sawcut and Remove Existing PCC Driveway and Base Materials	SF	940	\$4.00	\$3,760.00
11	Sawcut and Remove Existing PCC Curb Ramp and Base Materials	SF	95	\$5.00	\$475.00
12	Adjust Manhole Cover and Frame to Finished Grade	EA	5	\$2,500.00	\$12,500.00
13	Adjust Pull Box or Utility Cover & Frame to Finish Grade	EA	1	\$1,500.00	\$1,500.00
14	Adjust Water or Gas Valve Cover and Frame to Finished Grade	EA	3	\$1,800.00	\$5,400.00
15	Modify Existing Irrigation Facilities	LS	1	\$5,000.00	\$5,000.00
16	Remove and Salvage Existing Wrought Iron Gate and Reinstall Wrought Iron Gate on New Guide Channel.	EA	2	\$15,000.00	\$30,000.00
17	Construct High Stability Asphalt Concrete (Type C2 PG 70-10-R0)	TN	790	\$150.00	\$118,500.00

Item No	Description	Unit of Measure	Qty	Towo Enterprise Inc - Unit Price	Towo Enterprise Inc - Line Total
18	Construct Asphalt Concrete Base Course (Type B PG 64-10-R0)	TN	970	\$165.00	\$160,050.00
19	Construct Crushed Aggregate Base	CY	190	\$120.00	\$22,800.00
20	Construct Type A2 PCC Curb and Gutter per City of Industry Standard Plan 112	LF	745	\$75.00	\$55,875.00
21	Construct PCC Sidewalk and Obstruction Flare per City of Industry Standard Plan 115	SF	720	\$11.00	\$7,920.00
22	Construct Local Depression, Case 2, per City of Industry Standard Plan 212	EA	1	\$7,000.00	\$7,000.00
23	Reconstruct PCC Driveway Per Modified City of Industry Std. Plan No. 114	SF	940	\$22.00	\$20,680.00
24	Reconstruct PCC Curb Ramp per Caltrans Std. Plan A88A	SF	95	\$55.00	\$5,225.00
25	Pavement Markers, Markings and Traffic Striping	LS	1	\$20,000.00	\$20,000.00
26	Install Traffic Signal Loop Detector	LF	260	\$22.00	\$5,720.00
27	Adjust Survey Monument Handhole Cover to Finish Grade	EA	2	\$1,200.00	\$2,400.00
28	Sawcut and Remove Existing AC Pavement, CAB and Excavate Trench	CY	515	\$80.00	\$41,200.00
29	Construct Catch Basin per SPPWC Standard Plan 300-4	EA	1	\$15,000.00	\$15,000.00
30	Construct 24" RCP per Plan with Sand Trench Backfill per Detail A on Sheet 7	LF	465	\$190.00	\$88,350.00
31	Construct Junction Structure per SPPWC Standard Plan No. 331-3	EA	1	\$10,000.00	\$10,000.00
32	Construct Manhole Structure per SPPWC Standard Plan No. 321-2	EA	3	\$12,000.00	\$36,000.00
33	8-inch Crushed Aggregate Base per Detail A on Sheet 7	CY	70	\$80.00	\$5,600.00
34	Remove and Replace Curb, Dowels and Face Plate at Existing Catch Basin	EA	1	\$15,000.00	\$15,000.00
					\$1,020,835.00
					\$1,020,835.00

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Item No	Description	Unit of Measure	Qty	Gentry General Engineering, Inc. - Unit Price	Gentry General Engineering, Inc. - Line Total
1	Mobilization	LS	1	\$46,200.00	\$46,200.00
2	Traffic Control	LS	1	\$11,760.00	\$11,760.00
3	Preparation and Implementation of the Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$17,146.00	\$17,146.00
4	Sawcut and Remove Existing AC Pavement	SF	20500	\$3.00	\$61,500.00
5	Repair Up To 25% Underlying PCC Pavement	SF	5110	\$3.34	\$17,067.40
6	Remove & Replace Up To 25% of Underlying PCC Pavement	SF	5110	\$17.00	\$86,870.00
7	Sawcut and Remove Existing AC Pavement & 3" CAB	SF	19900	\$3.00	\$59,700.00
8	Sawcut and Remove Existing PCC Curb and Gutter Including Base, as Required	LF	745	\$72.00	\$53,640.00
9	Sawcut and Remove Existing PCC Sidewalk and Base Materials	SF	720	\$16.00	\$11,520.00
10	Sawcut and Remove Existing PCC Driveway and Base Materials	SF	940	\$7.00	\$6,580.00
11	Sawcut and Remove Existing PCC Curb Ramp and Base Materials	SF	95	\$62.00	\$5,890.00
12	Adjust Manhole Cover and Frame to Finished Grade	EA	5	\$624.00	\$3,120.00
13	Adjust Pull Box or Utility Cover & Frame to Finish Grade	EA	1	\$1,560.00	\$1,560.00
14	Adjust Water or Gas Valve Cover and Frame to Finished Grade	EA	3	\$910.00	\$2,730.00
15	Modify Existing Irrigation Facilities	LS	1	\$17,318.00	\$17,318.00
16	Remove and Salvage Existing Wrought Iron Gate and Reinstall Wrought Iron Gate on New Guide Channel.	EA	2	\$2,411.00	\$4,822.00
17	Construct High Stability Asphalt Concrete (Type C2 PG 70-10-R0)	TN	790	\$165.00	\$130,350.00

Item No	Description	Unit of Measure	Qty	Gentry General Engineering, Inc. - Unit Price	Gentry General Engineering, Inc. - Line Total
18	Construct Asphalt Concrete Base Course (Type B PG 64-10-R0)	TN	970	\$159.00	\$154,230.00
19	Construct Crushed Aggregate Base	CY	190	\$140.00	\$26,600.00
20	Construct Type A2 PCC Curb and Gutter per City of Industry Standard Plan 112	LF	745	\$62.00	\$46,190.00
21	Construct PCC Sidewalk and Obstruction Flare per City of Industry Standard Plan 115	SF	720	\$16.00	\$11,520.00
22	Construct Local Depression, Case 2, per City of Industry Standard Plan 212	EA	1	\$8,751.00	\$8,751.00
23	Reconstruct PCC Driveway Per Modified City of Industry Std. Plan No. 114	SF	940	\$27.00	\$25,380.00
24	Reconstruct PCC Curb Ramp per Caltrans Std. Plan A88A	SF	95	\$88.00	\$8,360.00
25	Pavement Markers, Markings and Traffic Striping	LS	1	\$6,556.00	\$6,556.00
26	Install Traffic Signal Loop Detector	LF	260	\$20.00	\$5,200.00
27	Adjust Survey Monument Handhole Cover to Finish Grade	EA	2	\$1,364.00	\$2,728.00
28	Sawcut and Remove Existing AC Pavement, CAB and Excavate Trench	CY	515	\$92.00	\$47,380.00
29	Construct Catch Basin per SPPWC Standard Plan 300-4	EA	1	\$9,535.00	\$9,535.00
30	Construct 24" RCP per Plan with Sand Trench Backfill per Detail A on Sheet 7	LF	465	\$200.00	\$93,000.00
31	Construct Junction Structure per SPPWC Standard Plan No. 331-3	EA	1	\$9,535.00	\$9,535.00
32	Construct Manhole Structure per SPPWC Standard Plan No. 321-2	EA	3	\$9,405.00	\$28,215.00
33	8-inch Crushed Aggregate Base per Detail A on Sheet 7	CY	70	\$174.00	\$12,180.00
34	Remove and Replace Curb, Dowels and Face Plate at Existing Catch Basin	EA	1	\$2,714.00	\$2,714.00
					\$1,035,847.40
					\$1,035,847.40

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Item No	Description	Unit of Measure	Qty	Gentry Brothers, Inc. - Unit Price	Gentry Brothers, Inc. - Line Total
1	Mobilization	LS	1	\$50,000.00	\$50,000.00
2	Traffic Control	LS	1	\$20,000.00	\$20,000.00
3	Preparation and Implementation of the Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$5,000.00	\$5,000.00
4	Sawcut and Remove Existing AC Pavement	SF	20500	\$4.00	\$82,000.00
5	Repair Up To 25% Underlying PCC Pavement	SF	5110	\$20.00	\$102,200.00
6	Remove & Replace Up To 25% of Underlying PCC Pavement	SF	5110	\$28.00	\$143,080.00
7	Sawcut and Remove Existing AC Pavement & 3" CAB	SF	19900	\$4.50	\$89,550.00
8	Sawcut and Remove Existing PCC Curb and Gutter Including Base, as Required	LF	745	\$35.00	\$26,075.00
9	Sawcut and Remove Existing PCC Sidewalk and Base Materials	SF	720	\$3.00	\$2,160.00
10	Sawcut and Remove Existing PCC Driveway and Base Materials	SF	940	\$3.00	\$2,820.00
11	Sawcut and Remove Existing PCC Curb Ramp and Base Materials	SF	95	\$12.00	\$1,140.00
12	Adjust Manhole Cover and Frame to Finished Grade	EA	5	\$800.00	\$4,000.00
13	Adjust Pull Box or Utility Cover & Frame to Finish Grade	EA	1	\$250.00	\$250.00
14	Adjust Water or Gas Valve Cover and Frame to Finished Grade	EA	3	\$175.00	\$525.00
15	Modify Existing Irrigation Facilities	LS	1	\$10,000.00	\$10,000.00
16	Remove and Salvage Existing Wrought Iron Gate and Reinstall Wrought Iron Gate on New Guide Channel.	EA	2	\$3,250.00	\$6,500.00
17	Construct High Stability Asphalt Concrete (Type C2 PG 70-10-R0)	TN	790	\$100.00	\$79,000.00

Item No	Description	Unit of Measure	Qty	Gentry Brothers, Inc. - Unit Price	Gentry Brothers, Inc. - Line Total
18	Construct Asphalt Concrete Base Course (Type B PG 64-10-R0)	TN	970	\$100.00	\$97,000.00
19	Construct Crushed Aggregate Base	CY	190	\$65.00	\$12,350.00
20	Construct Type A2 PCC Curb and Gutter per City of Industry Standard Plan 112	LF	745	\$45.00	\$33,525.00
21	Construct PCC Sidewalk and Obstruction Flare per City of Industry Standard Plan 115	SF	720	\$7.00	\$5,040.00
22	Construct Local Depression, Case 2, per City of Industry Standard Plan 212	EA	1	\$1,800.00	\$1,800.00
23	Reconstruct PCC Driveway Per Modified City of Industry Std. Plan No. 114	SF	940	\$9.00	\$8,460.00
24	Reconstruct PCC Curb Ramp per Caltrans Std. Plan A88A	SF	95	\$35.00	\$3,325.00
25	Pavement Markers, Markings and Traffic Striping	LS	1	\$50,000.00	\$50,000.00
26	Install Traffic Signal Loop Detector	LF	260	\$20.00	\$5,200.00
27	Adjust Survey Monument Handhole Cover to Finish Grade	EA	2	\$450.00	\$900.00
28	Sawcut and Remove Existing AC Pavement, CAB and Excavate Trench	CY	515	\$150.00	\$77,250.00
29	Construct Catch Basin per SPPWC Standard Plan 300-4	EA	1	\$15,000.00	\$15,000.00
30	Construct 24" RCP per Plan with Sand Trench Backfill per Detail A on Sheet 7	LF	465	\$240.00	\$111,600.00
31	Construct Junction Structure per SPPWC Standard Plan No. 331-3	EA	1	\$4,000.00	\$4,000.00
32	Construct Manhole Structure per SPPWC Standard Plan No. 321-2	EA	3	\$10,000.00	\$30,000.00
33	8-inch Crushed Aggregate Base per Detail A on Sheet 7	CY	70	\$65.00	\$4,550.00
34	Remove and Replace Curb, Dowels and Face Plate at Existing Catch Basin	EA	1	\$3,500.00	\$3,500.00
					\$1,087,800.00
					\$1,087,800.00

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Item No	Description	Unit of Measure	Qty	Van Engineering inc - Unit Price	Van Engineering inc - Line Total
1	Mobilization	LS	1	\$50,000.00	\$50,000.00
2	Traffic Control	LS	1	\$40,000.00	\$40,000.00
3	Preparation and Implementation of the Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$10,000.00	\$10,000.00
4	Sawcut and Remove Existing AC Pavement	SF	20500	\$1.00	\$20,500.00
5	Repair Up To 25% Underlying PCC Pavement	SF	5110	\$12.00	\$61,320.00
6	Remove & Replace Up To 25% of Underlying PCC Pavement	SF	5110	\$20.00	\$102,200.00
7	Sawcut and Remove Existing AC Pavement & 3" CAB	SF	19900	\$1.50	\$29,850.00
8	Sawcut and Remove Existing PCC Curb and Gutter Including Base, as Required	LF	745	\$6.00	\$4,470.00
9	Sawcut and Remove Existing PCC Sidewalk and Base Materials	SF	720	\$3.00	\$2,160.00
10	Sawcut and Remove Existing PCC Driveway and Base Materials	SF	940	\$5.00	\$4,700.00
11	Sawcut and Remove Existing PCC Curb Ramp and Base Materials	SF	95	\$15.00	\$1,425.00
12	Adjust Manhole Cover and Frame to Finished Grade	EA	5	\$2,300.00	\$11,500.00
13	Adjust Pull Box or Utility Cover & Frame to Finish Grade	EA	1	\$1,800.00	\$1,800.00
14	Adjust Water or Gas Valve Cover and Frame to Finished Grade	EA	3	\$450.00	\$1,350.00
15	Modify Existing Irrigation Facilities	LS	1	\$5,000.00	\$5,000.00
16	Remove and Salvage Existing Wrought Iron Gate and Reinstall Wrought Iron Gate on New Guide Channel.	EA	2	\$5,000.00	\$10,000.00
17	Construct High Stability Asphalt Concrete (Type C2 PG 70-10-R0)	TN	790	\$200.00	\$158,000.00

Item No	Description	Unit of Measure	Qty	Van Engineering inc - Unit Price	Van Engineering inc - Line Total
18	Construct Asphalt Concrete Base Course (Type B PG 64-10-R0)	TN	970	\$206.00	\$199,820.00
19	Construct Crushed Aggregate Base	CY	190	\$100.00	\$19,000.00
20	Construct Type A2 PCC Curb and Gutter per City of Industry Standard Plan 112	LF	745	\$40.00	\$29,800.00
21	Construct PCC Sidewalk and Obstruction Flare per City of Industry Standard Plan 115	SF	720	\$6.00	\$4,320.00
22	Construct Local Depression, Case 2, per City of Industry Standard Plan 212	EA	1	\$1,200.00	\$1,200.00
23	Reconstruct PCC Driveway Per Modified City of Industry Std. Plan No. 114	SF	940	\$8.00	\$7,520.00
24	Reconstruct PCC Curb Ramp per Caltrans Std. Plan A88A	SF	95	\$25.00	\$2,375.00
25	Pavement Markers, Markings and Traffic Striping	LS	1	\$50,000.00	\$50,000.00
26	Install Traffic Signal Loop Detector	LF	260	\$25.00	\$6,500.00
27	Adjust Survey Monument Handhole Cover to Finish Grade	EA	2	\$1,500.00	\$3,000.00
28	Sawcut and Remove Existing AC Pavement, CAB and Excavate Trench	CY	515	\$100.00	\$51,500.00
29	Construct Catch Basin per SPPWC Standard Plan 300-4	EA	1	\$15,000.00	\$15,000.00
30	Construct 24" RCP per Plan with Sand Trench Backfill per Detail A on Sheet 7	LF	465	\$350.00	\$162,750.00
31	Construct Junction Structure per SPPWC Standard Plan No. 331-3	EA	1	\$4,500.00	\$4,500.00
32	Construct Manhole Structure per SPPWC Standard Plan No. 321-2	EA	3	\$15,000.00	\$45,000.00
33	8-inch Crushed Aggregate Base per Detail A on Sheet 7	CY	70	\$100.00	\$7,000.00
34	Remove and Replace Curb, Dowels and Face Plate at Existing Catch Basin	EA	1	\$3,500.00	\$3,500.00
					\$1,127,060.00
					\$1,127,060.00

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Item No	Description	Unit of Measure	Qty	Hardy & Harper, Inc - Unit Price	Hardy & Harper, Inc - Line Total
1	Mobilization	LS	1	\$30,000.00	\$30,000.00
2	Traffic Control	LS	1	\$267,555.00	\$267,555.00
3	Preparation and Implementation of the Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$10,000.00	\$10,000.00
4	Sawcut and Remove Existing AC Pavement	SF	20500	\$1.50	\$30,750.00
5	Repair Up To 25% Underlying PCC Pavement	SF	5110	\$2.00	\$10,220.00
6	Remove & Replace Up To 25% of Underlying PCC Pavement	SF	5110	\$10.00	\$51,100.00
7	Sawcut and Remove Existing AC Pavement & 3" CAB	SF	19900	\$6.50	\$129,350.00
8	Sawcut and Remove Existing PCC Curb and Gutter Including Base, as Required	LF	745	\$80.00	\$59,600.00
9	Sawcut and Remove Existing PCC Sidewalk and Base Materials	SF	720	\$25.00	\$18,000.00
10	Sawcut and Remove Existing PCC Driveway and Base Materials	SF	940	\$30.00	\$28,200.00
11	Sawcut and Remove Existing PCC Curb Ramp and Base Materials	SF	95	\$25.00	\$2,375.00
12	Adjust Manhole Cover and Frame to Finished Grade	EA	5	\$2,000.00	\$10,000.00
13	Adjust Pull Box or Utility Cover & Frame to Finish Grade	EA	1	\$2,000.00	\$2,000.00
14	Adjust Water or Gas Valve Cover and Frame to Finished Grade	EA	3	\$2,000.00	\$6,000.00
15	Modify Existing Irrigation Facilities	LS	1	\$1,000.00	\$1,000.00
16	Remove and Salvage Existing Wrought Iron Gate and Reinstall Wrought Iron Gate on New Guide Channel.	EA	2	\$5,000.00	\$10,000.00
17	Construct High Stability Asphalt Concrete (Type C2 PG 70-10-R0)	TN	790	\$125.00	\$98,750.00

Item No	Description	Unit of Measure	Qty	Hardy & Harper, Inc - Unit Price	Hardy & Harper, Inc - Line Total
18	Construct Asphalt Concrete Base Course (Type B PG 64-10-R0)	TN	970	\$140.00	\$135,800.00
19	Construct Crushed Aggregate Base	CY	190	\$40.00	\$7,600.00
20	Construct Type A2 PCC Curb and Gutter per City of Industry Standard Plan 112	LF	745	\$65.00	\$48,425.00
21	Construct PCC Sidewalk and Obstruction Flare per City of Industry Standard Plan 115	SF	720	\$12.00	\$8,640.00
22	Construct Local Depression, Case 2, per City of Industry Standard Plan 212	EA	1	\$1,500.00	\$1,500.00
23	Reconstruct PCC Driveway Per Modified City of Industry Std. Plan No. 114	SF	940	\$20.00	\$18,800.00
24	Reconstruct PCC Curb Ramp per Caltrans Std. Plan A88A	SF	95	\$60.00	\$5,700.00
25	Pavement Markers, Markings and Traffic Striping	LS	1	\$15,000.00	\$15,000.00
26	Install Traffic Signal Loop Detector	LF	260	\$16.00	\$4,160.00
27	Adjust Survey Monument Handhole Cover to Finish Grade	EA	2	\$2,000.00	\$4,000.00
28	Sawcut and Remove Existing AC Pavement, CAB and Excavate Trench	CY	515	\$15.00	\$7,725.00
29	Construct Catch Basin per SPPWC Standard Plan 300-4	EA	1	\$13,000.00	\$13,000.00
30	Construct 24" RCP per Plan with Sand Trench Backfill per Detail A on Sheet 7	LF	465	\$400.00	\$186,000.00
31	Construct Junction Structure per SPPWC Standard Plan No. 331-3	EA	1	\$5,000.00	\$5,000.00
32	Construct Manhole Structure per SPPWC Standard Plan No. 321-2	EA	3	\$10,000.00	\$30,000.00
33	8-inch Crushed Aggregate Base per Detail A on Sheet 7	CY	70	\$125.00	\$8,750.00
34	Remove and Replace Curb, Dowels and Face Plate at Existing Catch Basin	EA	1	\$10,000.00	\$10,000.00
					\$1,275,000.00
					\$1,275,000.00

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Item No	Description	Unit of Measure	Qty	ONYX PAVING COMPANY INC. - Unit Price	ONYX PAVING COMPANY INC. - Line Total
1	Mobilization	LS	1	\$100,000.00	\$100,000.00
2	Traffic Control	LS	1	\$133,697.25	\$133,697.25
3	Preparation and Implementation of the Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$10,000.00	\$10,000.00
4	Sawcut and Remove Existing AC Pavement	SF	20500	\$2.10	\$43,050.00
5	Repair Up To 25% Underlying PCC Pavement	SF	5110	\$1.25	\$6,387.50
6	Remove & Replace Up To 25% of Underlying PCC Pavement	SF	5110	\$23.20	\$118,552.00
7	Sawcut and Remove Existing AC Pavement & 3" CAB	SF	19900	\$4.15	\$82,585.00
8	Sawcut and Remove Existing PCC Curb and Gutter Including Base, as Required	LF	745	\$59.50	\$44,327.50
9	Sawcut and Remove Existing PCC Sidewalk and Base Materials	SF	720	\$13.00	\$9,360.00
10	Sawcut and Remove Existing PCC Driveway and Base Materials	SF	940	\$17.00	\$15,980.00
11	Sawcut and Remove Existing PCC Curb Ramp and Base Materials	SF	95	\$25.50	\$2,422.50
12	Adjust Manhole Cover and Frame to Finished Grade	EA	5	\$2,300.00	\$11,500.00
13	Adjust Pull Box or Utility Cover & Frame to Finish Grade	EA	1	\$830.00	\$830.00
14	Adjust Water or Gas Valve Cover and Frame to Finished Grade	EA	3	\$250.00	\$750.00
15	Modify Existing Irrigation Facilities	LS	1	\$4,000.00	\$4,000.00
16	Remove and Salvage Existing Wrought Iron Gate and Reinstall Wrought Iron Gate on New Guide Channel.	EA	2	\$10,000.00	\$20,000.00
17	Construct High Stability Asphalt Concrete (Type C2 PG 70-10-R0)	TN	790	\$180.00	\$142,200.00

Item No	Description	Unit of Measure	Qty	ONYX PAVING COMPANY INC. - Unit Price	ONYX PAVING COMPANY INC. - Line Total
18	Construct Asphalt Concrete Base Course (Type B PG 64-10-R0)	TN	970	\$180.00	\$174,600.00
19	Construct Crushed Aggregate Base	CY	190	\$129.00	\$24,510.00
20	Construct Type A2 PCC Curb and Gutter per City of Industry Standard Plan 112	LF	745	\$48.00	\$35,760.00
21	Construct PCC Sidewalk and Obstruction Flare per City of Industry Standard Plan 115	SF	720	\$9.00	\$6,480.00
22	Construct Local Depression, Case 2, per City of Industry Standard Plan 212	EA	1	\$1,000.00	\$1,000.00
23	Reconstruct PCC Driveway Per Modified City of Industry Std. Plan No. 114	SF	940	\$14.00	\$13,160.00
24	Reconstruct PCC Curb Ramp per Caltrans Std. Plan A88A	SF	95	\$33.00	\$3,135.00
25	Pavement Markers, Markings and Traffic Striping	LS	1	\$14,700.00	\$14,700.00
26	Install Traffic Signal Loop Detector	LF	260	\$16.80	\$4,368.00
27	Adjust Survey Monument Handhole Cover to Finish Grade	EA	2	\$5,100.00	\$10,200.00
28	Sawcut and Remove Existing AC Pavement, CAB and Excavate Trench	CY	515	\$23.35	\$12,025.25
29	Construct Catch Basin per SPPWC Standard Plan 300-4	EA	1	\$13,300.00	\$13,300.00
30	Construct 24" RCP per Plan with Sand Trench Backfill per Detail A on Sheet 7	LF	465	\$414.00	\$192,510.00
31	Construct Junction Structure per SPPWC Standard Plan No. 331-3	EA	1	\$4,800.00	\$4,800.00
32	Construct Manhole Structure per SPPWC Standard Plan No. 321-2	EA	3	\$10,600.00	\$31,800.00
33	8-inch Crushed Aggregate Base per Detail A on Sheet 7	CY	70	\$133.00	\$9,310.00
34	Remove and Replace Curb, Dowels and Face Plate at Existing Catch Basin	EA	1	\$10,700.00	\$10,700.00
					\$1,308,000.00
					\$1,308,000.00

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Item No	Description	Unit of Measure	Qty	Toro Enterprises, Inc. - Unit Price	Toro Enterprises, Inc. - Line Total
1	Mobilization	LS	1	\$183,000.00	\$183,000.00
2	Traffic Control	LS	1	\$118,800.00	\$118,800.00
3	Preparation and Implementation of the Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$30,320.00	\$30,320.00
4	Sawcut and Remove Existing AC Pavement	SF	20500	\$1.65	\$33,825.00
5	Repair Up To 25% Underlying PCC Pavement	SF	5110	\$3.05	\$15,585.50
6	Remove & Replace Up To 25% of Underlying PCC Pavement	SF	5110	\$28.00	\$143,080.00
7	Sawcut and Remove Existing AC Pavement & 3" CAB	SF	19900	\$4.00	\$79,600.00
8	Sawcut and Remove Existing PCC Curb and Gutter Including Base, as Required	LF	745	\$42.55	\$31,699.75
9	Sawcut and Remove Existing PCC Sidewalk and Base Materials	SF	720	\$13.25	\$9,540.00
10	Sawcut and Remove Existing PCC Driveway and Base Materials	SF	940	\$17.00	\$15,980.00
11	Sawcut and Remove Existing PCC Curb Ramp and Base Materials	SF	95	\$45.00	\$4,275.00
12	Adjust Manhole Cover and Frame to Finished Grade	EA	5	\$1,900.00	\$9,500.00
13	Adjust Pull Box or Utility Cover & Frame to Finish Grade	EA	1	\$1,300.00	\$1,300.00
14	Adjust Water or Gas Valve Cover and Frame to Finished Grade	EA	3	\$1,600.00	\$4,800.00
15	Modify Existing Irrigation Facilities	LS	1	\$3,800.00	\$3,800.00
16	Remove and Salvage Existing Wrought Iron Gate and Reinstall Wrought Iron Gate on New Guide Channel.	EA	2	\$25,200.00	\$50,400.00
17	Construct High Stability Asphalt Concrete (Type C2 PG 70-10-R0)	TN	790	\$151.60	\$119,764.00

Item No	Description	Unit of Measure	Qty	Toro Enterprises, Inc. - Unit Price	Toro Enterprises, Inc. - Line Total
18	Construct Asphalt Concrete Base Course (Type B PG 64-10-R0)	TN	970	\$140.80	\$136,576.00
19	Construct Crushed Aggregate Base	CY	190	\$93.25	\$17,717.50
20	Construct Type A2 PCC Curb and Gutter per City of Industry Standard Plan 112	LF	745	\$75.00	\$55,875.00
21	Construct PCC Sidewalk and Obstruction Flare per City of Industry Standard Plan 115	SF	720	\$18.60	\$13,392.00
22	Construct Local Depression, Case 2, per City of Industry Standard Plan 212	EA	1	\$1,500.00	\$1,500.00
23	Reconstruct PCC Driveway Per Modified City of Industry Std. Plan No. 114	SF	940	\$25.30	\$23,782.00
24	Reconstruct PCC Curb Ramp per Caltrans Std. Plan A88A	SF	95	\$28.50	\$2,707.50
25	Pavement Markers, Markings and Traffic Striping	LS	1	\$12,900.00	\$12,900.00
26	Install Traffic Signal Loop Detector	LF	260	\$33.00	\$8,580.00
27	Adjust Survey Monument Handhole Cover to Finish Grade	EA	2	\$1,400.00	\$2,800.00
28	Sawcut and Remove Existing AC Pavement, CAB and Excavate Trench	CY	515	\$185.30	\$95,429.50
29	Construct Catch Basin per SPPWC Standard Plan 300-4	EA	1	\$13,900.00	\$13,900.00
30	Construct 24" RCP per Plan with Sand Trench Backfill per Detail A on Sheet 7	LF	465	\$276.00	\$128,340.00
31	Construct Junction Structure per SPPWC Standard Plan No. 331-3	EA	1	\$5,140.00	\$5,140.00
32	Construct Manhole Structure per SPPWC Standard Plan No. 321-2	EA	3	\$15,160.00	\$45,480.00
33	8-inch Crushed Aggregate Base per Detail A on Sheet 7	CY	70	\$156.00	\$10,920.00
34	Remove and Replace Curb, Dowels and Face Plate at Existing Catch Basin	EA	1	\$8,530.00	\$8,530.00
					\$1,438,838.75
					\$1,438,838.75

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Item No	Description	Unit of Measure	Qty	Sequel Contractors, Inc. - Unit Price	Sequel Contractors, Inc. - Line Total
1	Mobilization	LS	1	\$100,000.00	\$100,000.00
2	Traffic Control	LS	1	\$188,400.00	\$188,400.00
3	Preparation and Implementation of the Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$25,000.00	\$25,000.00
4	Sawcut and Remove Existing AC Pavement	SF	20500	\$2.00	\$41,000.00
5	Repair Up To 25% Underlying PCC Pavement	SF	5110	\$2.50	\$12,775.00
6	Remove & Replace Up To 25% of Underlying PCC Pavement	SF	5110	\$22.00	\$112,420.00
7	Sawcut and Remove Existing AC Pavement & 3" CAB	SF	19900	\$2.20	\$43,780.00
8	Sawcut and Remove Existing PCC Curb and Gutter Including Base, as Required	LF	745	\$12.00	\$8,940.00
9	Sawcut and Remove Existing PCC Sidewalk and Base Materials	SF	720	\$2.00	\$1,440.00
10	Sawcut and Remove Existing PCC Driveway and Base Materials	SF	940	\$3.00	\$2,820.00
11	Sawcut and Remove Existing PCC Curb Ramp and Base Materials	SF	95	\$4.00	\$380.00
12	Adjust Manhole Cover and Frame to Finished Grade	EA	5	\$2,000.00	\$10,000.00
13	Adjust Pull Box or Utility Cover & Frame to Finish Grade	EA	1	\$1,000.00	\$1,000.00
14	Adjust Water or Gas Valve Cover and Frame to Finished Grade	EA	3	\$600.00	\$1,800.00
15	Modify Existing Irrigation Facilities	LS	1	\$5,000.00	\$5,000.00
16	Remove and Salvage Existing Wrought Iron Gate and Reinstall Wrought Iron Gate on New Guide Channel.	EA	2	\$8,000.00	\$16,000.00
17	Construct High Stability Asphalt Concrete (Type C2 PG 70-10-R0)	TN	790	\$150.00	\$118,500.00

Item No	Description	Unit of Measure	Qty	Sequel Contractors, Inc. - Unit Price	Sequel Contractors, Inc. - Line Total
18	Construct Asphalt Concrete Base Course (Type B PG 64-10-R0)	TN	970	\$150.00	\$145,500.00
19	Construct Crushed Aggregate Base	CY	190	\$235.00	\$44,650.00
20	Construct Type A2 PCC Curb and Gutter per City of Industry Standard Plan 112	LF	745	\$55.00	\$40,975.00
21	Construct PCC Sidewalk and Obstruction Flare per City of Industry Standard Plan 115	SF	720	\$13.00	\$9,360.00
22	Construct Local Depression, Case 2, per City of Industry Standard Plan 212	EA	1	\$5,000.00	\$5,000.00
23	Reconstruct PCC Driveway Per Modified City of Industry Std. Plan No. 114	SF	940	\$14.00	\$13,160.00
24	Reconstruct PCC Curb Ramp per Caltrans Std. Plan A88A	SF	95	\$60.00	\$5,700.00
25	Pavement Markers, Markings and Traffic Striping	LS	1	\$60,000.00	\$60,000.00
26	Install Traffic Signal Loop Detector	LF	260	\$30.00	\$7,800.00
27	Adjust Survey Monument Handhole Cover to Finish Grade	EA	2	\$2,500.00	\$5,000.00
28	Sawcut and Remove Existing AC Pavement, CAB and Excavate Trench	CY	515	\$60.00	\$30,900.00
29	Construct Catch Basin per SPPWC Standard Plan 300-4	EA	1	\$20,000.00	\$20,000.00
30	Construct 24" RCP per Plan with Sand Trench Backfill per Detail A on Sheet 7	LF	465	\$600.00	\$279,000.00
31	Construct Junction Structure per SPPWC Standard Plan No. 331-3	EA	1	\$12,000.00	\$12,000.00
32	Construct Manhole Structure per SPPWC Standard Plan No. 321-2	EA	3	\$20,000.00	\$60,000.00
33	8-inch Crushed Aggregate Base per Detail A on Sheet 7	CY	70	\$100.00	\$7,000.00
34	Remove and Replace Curb, Dowels and Face Plate at Existing Catch Basin	EA	1	\$10,000.00	\$10,000.00
					\$1,445,300.00
					\$1,445,300.00

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Item No	Description	Unit of Measure	Qty	SULLY-MILLER CONTRACTING COMPANY - Unit Price	SULLY-MILLER CONTRACTING COMPANY - Line Total
1	Mobilization	LS	1	\$135,000.00	\$135,000.00
2	Traffic Control	LS	1	\$121,000.00	\$121,000.00
3	Preparation and Implementation of the Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$4,500.00	\$4,500.00
4	Sawcut and Remove Existing AC Pavement	SF	20500	\$4.00	\$82,000.00
5	Repair Up To 25% Underlying PCC Pavement	SF	5110	\$6.00	\$30,660.00
6	Remove & Replace Up To 25% of Underlying PCC Pavement	SF	5110	\$27.00	\$137,970.00
7	Sawcut and Remove Existing AC Pavement & 3" CAB	SF	19900	\$5.50	\$109,450.00
8	Sawcut and Remove Existing PCC Curb and Gutter Including Base, as Required	LF	745	\$29.00	\$21,605.00
9	Sawcut and Remove Existing PCC Sidewalk and Base Materials	SF	720	\$22.00	\$15,840.00
10	Sawcut and Remove Existing PCC Driveway and Base Materials	SF	940	\$20.00	\$18,800.00
11	Sawcut and Remove Existing PCC Curb Ramp and Base Materials	SF	95	\$95.00	\$9,025.00
12	Adjust Manhole Cover and Frame to Finished Grade	EA	5	\$1,800.00	\$9,000.00
13	Adjust Pull Box or Utility Cover & Frame to Finish Grade	EA	1	\$2,500.00	\$2,500.00
14	Adjust Water or Gas Valve Cover and Frame to Finished Grade	EA	3	\$1,000.00	\$3,000.00
15	Modify Existing Irrigation Facilities	LS	1	\$500.00	\$500.00
16	Remove and Salvage Existing Wrought Iron Gate and Reinstall Wrought Iron Gate on New Guide Channel.	EA	2	\$10,000.00	\$20,000.00
17	Construct High Stability Asphalt Concrete (Type C2 PG 70-10-R0)	TN	790	\$210.00	\$165,900.00

Item No	Description	Unit of Measure	Qty	SULLY-MILLER CONTRACTING COMPANY - Unit Price	SULLY-MILLER CONTRACTING COMPANY - Line Total
18	Construct Asphalt Concrete Base Course (Type B PG 64-10-R0)	TN	970	\$201.00	\$194,970.00
19	Construct Crushed Aggregate Base	CY	190	\$200.00	\$38,000.00
20	Construct Type A2 PCC Curb and Gutter per City of Industry Standard Plan 112	LF	745	\$41.00	\$30,545.00
21	Construct PCC Sidewalk and Obstruction Flare per City of Industry Standard Plan 115	SF	720	\$22.00	\$15,840.00
22	Construct Local Depression, Case 2, per City of Industry Standard Plan 212	EA	1	\$4,000.00	\$4,000.00
23	Reconstruct PCC Driveway Per Modified City of Industry Std. Plan No. 114	SF	940	\$22.00	\$20,680.00
24	Reconstruct PCC Curb Ramp per Caltrans Std. Plan A88A	SF	95	\$36.00	\$3,420.00
25	Pavement Markers, Markings and Traffic Striping	LS	1	\$10,000.00	\$10,000.00
26	Install Traffic Signal Loop Detector	LF	260	\$31.00	\$8,060.00
27	Adjust Survey Monument Handhole Cover to Finish Grade	EA	2	\$1,500.00	\$3,000.00
28	Sawcut and Remove Existing AC Pavement, CAB and Excavate Trench	CY	515	\$56.00	\$28,840.00
29	Construct Catch Basin per SPPWC Standard Plan 300-4	EA	1	\$14,000.00	\$14,000.00
30	Construct 24" RCP per Plan with Sand Trench Backfill per Detail A on Sheet 7	LF	465	\$315.00	\$146,475.00
31	Construct Junction Structure per SPPWC Standard Plan No. 331-3	EA	1	\$11,000.00	\$11,000.00
32	Construct Manhole Structure per SPPWC Standard Plan No. 321-2	EA	3	\$9,000.00	\$27,000.00
33	8-inch Crushed Aggregate Base per Detail A on Sheet 7	CY	70	\$92.00	\$6,440.00
34	Remove and Replace Curb, Dowels and Face Plate at Existing Catch Basin	EA	1	\$5,000.00	\$5,000.00
					\$1,454,020.00
					\$1,454,020.00

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Item No	Description	Unit of Measure	Qty	All American Asphalt - Unit Price	All American Asphalt - Line Total
1	Mobilization	LS	1	\$163,000.00	\$163,000.00
2	Traffic Control	LS	1	\$135,000.00	\$135,000.00
3	Preparation and Implementation of the Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$14,000.00	\$14,000.00
4	Sawcut and Remove Existing AC Pavement	SF	20500	\$4.20	\$86,100.00
5	Repair Up To 25% Underlying PCC Pavement	SF	5110	\$5.50	\$28,105.00
6	Remove & Replace Up To 25% of Underlying PCC Pavement	SF	5110	\$33.00	\$168,630.00
7	Sawcut and Remove Existing AC Pavement & 3" CAB	SF	19900	\$4.30	\$85,570.00
8	Sawcut and Remove Existing PCC Curb and Gutter Including Base, as Required	LF	745	\$34.00	\$25,330.00
9	Sawcut and Remove Existing PCC Sidewalk and Base Materials	SF	720	\$10.00	\$7,200.00
10	Sawcut and Remove Existing PCC Driveway and Base Materials	SF	940	\$13.00	\$12,220.00
11	Sawcut and Remove Existing PCC Curb Ramp and Base Materials	SF	95	\$15.00	\$1,425.00
12	Adjust Manhole Cover and Frame to Finished Grade	EA	5	\$4,100.00	\$20,500.00
13	Adjust Pull Box or Utility Cover & Frame to Finish Grade	EA	1	\$1,300.00	\$1,300.00
14	Adjust Water or Gas Valve Cover and Frame to Finished Grade	EA	3	\$2,800.00	\$8,400.00
15	Modify Existing Irrigation Facilities	LS	1	\$7,600.00	\$7,600.00
16	Remove and Salvage Existing Wrought Iron Gate and Reinstall Wrought Iron Gate on New Guide Channel.	EA	2	\$15,000.00	\$30,000.00
17	Construct High Stability Asphalt Concrete (Type C2 PG 70-10-R0)	TN	790	\$147.00	\$116,130.00

Item No	Description	Unit of Measure	Qty	All American Asphalt - Unit Price	All American Asphalt - Line Total
18	Construct Asphalt Concrete Base Course (Type B PG 64-10-R0)	TN	970	\$293.00	\$284,210.00
19	Construct Crushed Aggregate Base	CY	190	\$188.00	\$35,720.00
20	Construct Type A2 PCC Curb and Gutter per City of Industry Standard Plan 112	LF	745	\$89.00	\$66,305.00
21	Construct PCC Sidewalk and Obstruction Flare per City of Industry Standard Plan 115	SF	720	\$20.00	\$14,400.00
22	Construct Local Depression, Case 2, per City of Industry Standard Plan 212	EA	1	\$1,300.00	\$1,300.00
23	Reconstruct PCC Driveway Per Modified City of Industry Std. Plan No. 114	SF	940	\$32.00	\$30,080.00
24	Reconstruct PCC Curb Ramp per Caltrans Std. Plan A88A	SF	95	\$57.00	\$5,415.00
25	Pavement Markers, Markings and Traffic Striping	LS	1	\$22,500.00	\$22,500.00
26	Install Traffic Signal Loop Detector	LF	260	\$33.00	\$8,580.00
27	Adjust Survey Monument Handhole Cover to Finish Grade	EA	2	\$2,800.00	\$5,600.00
28	Sawcut and Remove Existing AC Pavement, CAB and Excavate Trench	CY	515	\$11.00	\$5,665.00
29	Construct Catch Basin per SPPWC Standard Plan 300-4	EA	1	\$13,500.00	\$13,500.00
30	Construct 24" RCP per Plan with Sand Trench Backfill per Detail A on Sheet 7	LF	465	\$423.00	\$196,695.00
31	Construct Junction Structure per SPPWC Standard Plan No. 331-3	EA	1	\$4,880.00	\$4,880.00
32	Construct Manhole Structure per SPPWC Standard Plan No. 321-2	EA	3	\$10,850.00	\$32,550.00
33	8-inch Crushed Aggregate Base per Detail A on Sheet 7	CY	70	\$133.00	\$9,310.00
34	Remove and Replace Curb, Dowels and Face Plate at Existing Catch Basin	EA	1	\$11,000.00	\$11,000.00
					\$1,658,220.00
					\$1,658,220.00

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Item No	Description	Unit of Measure	Qty	CEM CONSTRUCTION CORP - Unit Price	CEM CONSTRUCTION CORP - Line Total
1	Mobilization	LS	1	\$80,000.00	\$80,000.00
2	Traffic Control	LS	1	\$55,000.00	\$55,000.00
3	Preparation and Implementation of the Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$15,000.00	\$15,000.00
4	Sawcut and Remove Existing AC Pavement	SF	20500	\$5.00	\$102,500.00
5	Repair Up To 25% Underlying PCC Pavement	SF	5110	\$15.00	\$76,650.00
6	Remove & Replace Up To 25% of Underlying PCC Pavement	SF	5110	\$10.00	\$51,100.00
7	Sawcut and Remove Existing AC Pavement & 3" CAB	SF	19900	\$5.00	\$99,500.00
8	Sawcut and Remove Existing PCC Curb and Gutter Including Base, as Required	LF	745	\$10.00	\$7,450.00
9	Sawcut and Remove Existing PCC Sidewalk and Base Materials	SF	720	\$5.00	\$3,600.00
10	Sawcut and Remove Existing PCC Driveway and Base Materials	SF	940	\$5.00	\$4,700.00
11	Sawcut and Remove Existing PCC Curb Ramp and Base Materials	SF	95	\$10.00	\$950.00
12	Adjust Manhole Cover and Frame to Finished Grade	EA	5	\$2,500.00	\$12,500.00
13	Adjust Pull Box or Utility Cover & Frame to Finish Grade	EA	1	\$1,250.00	\$1,250.00
14	Adjust Water or Gas Valve Cover and Frame to Finished Grade	EA	3	\$1,200.00	\$3,600.00
15	Modify Existing Irrigation Facilities	LS	1	\$15,000.00	\$15,000.00
16	Remove and Salvage Existing Wrought Iron Gate and Reinstall Wrought Iron Gate on New Guide Channel.	EA	2	\$8,500.00	\$17,000.00
17	Construct High Stability Asphalt Concrete (Type C2 PG 70-10-R0)	TN	790	\$325.00	\$256,750.00

Item No	Description	Unit of Measure	Qty	CEM CONSTRUCTION CORP - Unit Price	CEM CONSTRUCTION CORP - Line Total
18	Construct Asphalt Concrete Base Course (Type B PG 64-10-R0)	TN	970	\$350.00	\$339,500.00
19	Construct Crushed Aggregate Base	CY	190	\$200.00	\$38,000.00
20	Construct Type A2 PCC Curb and Gutter per City of Industry Standard Plan 112	LF	745	\$125.00	\$93,125.00
21	Construct PCC Sidewalk and Obstruction Flare per City of Industry Standard Plan 115	SF	720	\$40.00	\$28,800.00
22	Construct Local Depression, Case 2, per City of Industry Standard Plan 212	EA	1	\$12,500.00	\$12,500.00
23	Reconstruct PCC Driveway Per Modified City of Industry Std. Plan No. 114	SF	940	\$45.00	\$42,300.00
24	Reconstruct PCC Curb Ramp per Caltrans Std. Plan A88A	SF	95	\$150.00	\$14,250.00
25	Pavement Markers, Markings and Traffic Striping	LS	1	\$17,500.00	\$17,500.00
26	Install Traffic Signal Loop Detector	LF	260	\$110.00	\$28,600.00
27	Adjust Survey Monument Handhole Cover to Finish Grade	EA	2	\$150.00	\$300.00
28	Sawcut and Remove Existing AC Pavement, CAB and Excavate Trench	CY	515	\$185.00	\$95,275.00
29	Construct Catch Basin per SPPWC Standard Plan 300-4	EA	1	\$22,500.00	\$22,500.00
30	Construct 24" RCP per Plan with Sand Trench Backfill per Detail A on Sheet 7	LF	465	\$375.00	\$174,375.00
31	Construct Junction Structure per SPPWC Standard Plan No. 331-3	EA	1	\$9,500.00	\$9,500.00
32	Construct Manhole Structure per SPPWC Standard Plan No. 321-2	EA	3	\$17,500.00	\$52,500.00
33	8-inch Crushed Aggregate Base per Detail A on Sheet 7	CY	70	\$125.00	\$8,750.00
34	Remove and Replace Curb, Dowels and Face Plate at Existing Catch Basin	EA	1	\$3,500.00	\$3,500.00
					\$1,783,825.00
					\$1,783,825.00

ty of Industry
 Road Storm Drain and Pavement Rehabilitation (CITY-1501)
 d on 11/25/2025
 ry 22, 2026 10:00 AM (PST)
 ed on 01/22/2026

(Unit Price * Quantity)

Item No	Description	Unit of Measure	Qty	PALP dba Excel Paving Company - Unit Price	PALP dba Excel Paving Company - Line Total
1	Mobilization	LS	1	\$196,000.00	\$196,000.00
2	Traffic Control	LS	1	\$329,000.00	\$329,000.00
3	Preparation and Implementation of the Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$14,000.00	\$14,000.00
4	Sawcut and Remove Existing AC Pavement	SF	20500	\$4.00	\$82,000.00
5	Repair Up To 25% Underlying PCC Pavement	SF	5110	\$9.00	\$45,990.00
6	Remove & Replace Up To 25% of Underlying PCC Pavement	SF	5110	\$19.00	\$97,090.00
7	Sawcut and Remove Existing AC Pavement & 3" CAB	SF	19900	\$5.00	\$99,500.00
8	Sawcut and Remove Existing PCC Curb and Gutter Including Base, as Required	LF	745	\$24.00	\$17,880.00
9	Sawcut and Remove Existing PCC Sidewalk and Base Materials	SF	720	\$10.00	\$7,200.00
10	Sawcut and Remove Existing PCC Driveway and Base Materials	SF	940	\$12.00	\$11,280.00
11	Sawcut and Remove Existing PCC Curb Ramp and Base Materials	SF	95	\$14.00	\$1,330.00
12	Adjust Manhole Cover and Frame to Finished Grade	EA	5	\$3,500.00	\$17,500.00
13	Adjust Pull Box or Utility Cover & Frame to Finish Grade	EA	1	\$1,800.00	\$1,800.00
14	Adjust Water or Gas Valve Cover and Frame to Finished Grade	EA	3	\$1,300.00	\$3,900.00
15	Modify Existing Irrigation Facilities	LS	1	\$18,000.00	\$18,000.00
16	Remove and Salvage Existing Wrought Iron Gate and Reinstall Wrought Iron Gate on New Guide Channel.	EA	2	\$65,000.00	\$130,000.00
17	Construct High Stability Asphalt Concrete (Type C2 PG 70-10-R0)	TN	790	\$237.00	\$187,230.00

Item No	Description	Unit of Measure	Qty	PALP dba Excel Paving Company - Unit Price	PALP dba Excel Paving Company - Line Total
18	Construct Asphalt Concrete Base Course (Type B PG 64-10-R0)	TN	970	\$230.00	\$223,100.00
19	Construct Crushed Aggregate Base	CY	190	\$150.00	\$28,500.00
20	Construct Type A2 PCC Curb and Gutter per City of Industry Standard Plan 112	LF	745	\$70.00	\$52,150.00
21	Construct PCC Sidewalk and Obstruction Flare per City of Industry Standard Plan 115	SF	720	\$20.00	\$14,400.00
22	Construct Local Depression, Case 2, per City of Industry Standard Plan 212	EA	1	\$4,000.00	\$4,000.00
23	Reconstruct PCC Driveway Per Modified City of Industry Std. Plan No. 114	SF	940	\$31.00	\$29,140.00
24	Reconstruct PCC Curb Ramp per Caltrans Std. Plan A88A	SF	95	\$43.00	\$4,085.00
25	Pavement Markers, Markings and Traffic Striping	LS	1	\$21,000.00	\$21,000.00
26	Install Traffic Signal Loop Detector	LF	260	\$17.00	\$4,420.00
27	Adjust Survey Monument Handhole Cover to Finish Grade	EA	2	\$800.00	\$1,600.00
28	Sawcut and Remove Existing AC Pavement, CAB and Excavate Trench	CY	515	\$136.00	\$70,040.00
29	Construct Catch Basin per SPPWC Standard Plan 300-4	EA	1	\$15,000.00	\$15,000.00
30	Construct 24" RCP per Plan with Sand Trench Backfill per Detail A on Sheet 7	LF	465	\$400.00	\$186,000.00
31	Construct Junction Structure per SPPWC Standard Plan No. 331-3	EA	1	\$9,000.00	\$9,000.00
32	Construct Manhole Structure per SPPWC Standard Plan No. 321-2	EA	3	\$17,000.00	\$51,000.00
33	8-inch Crushed Aggregate Base per Detail A on Sheet 7	CY	70	\$76.00	\$5,320.00
34	Remove and Replace Curb, Dowels and Face Plate at Existing Catch Basin	EA	1	\$9,300.00	\$9,300.00
					\$1,987,755.00
					\$1,987,755.00

ty of Industry
 Road Storm Drain and Pavement Rehabilitation (CITY-1501)
 d on 11/25/2025
 ry 22, 2026 10:00 AM (PST)
 ed on 01/22/2026

(Unit Price * Quantity)

Item No	Description	Unit of Measure	Qty	Crosby Plumbing, Inc - Unit Price	Crosby Plumbing, Inc - Line Total
1	Mobilization	LS	1	\$75,000.00	\$75,000.00
2	Traffic Control	LS	1	\$185,000.00	\$185,000.00
3	Preparation and Implementation of the Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$45,000.00	\$45,000.00
4	Sawcut and Remove Existing AC Pavement	SF	20500	\$3.95	\$80,975.00
5	Repair Up To 25% Underlying PCC Pavement	SF	5110	\$7.20	\$36,792.00
6	Remove & Replace Up To 25% of Underlying PCC Pavement	SF	5110	\$33.98	\$173,637.80
7	Sawcut and Remove Existing AC Pavement & 3" CAB	SF	19900	\$4.08	\$81,192.00
8	Sawcut and Remove Existing PCC Curb and Gutter Including Base, as Required	LF	745	\$55.20	\$41,124.00
9	Sawcut and Remove Existing PCC Sidewalk and Base Materials	SF	720	\$10.39	\$7,480.80
10	Sawcut and Remove Existing PCC Driveway and Base Materials	SF	940	\$19.90	\$18,706.00
11	Sawcut and Remove Existing PCC Curb Ramp and Base Materials	SF	95	\$39.37	\$3,740.15
12	Adjust Manhole Cover and Frame to Finished Grade	EA	5	\$1,500.00	\$7,500.00
13	Adjust Pull Box or Utility Cover & Frame to Finish Grade	EA	1	\$1,200.00	\$1,200.00
14	Adjust Water or Gas Valve Cover and Frame to Finished Grade	EA	3	\$480.00	\$1,440.00
15	Modify Existing Irrigation Facilities	LS	1	\$7,500.00	\$7,500.00
16	Remove and Salvage Existing Wrought Iron Gate and Reinstall Wrought Iron Gate on New Guide Channel.	EA	2	\$15,000.00	\$30,000.00
17	Construct High Stability Asphalt Concrete (Type C2 PG 70-10-R0)	TN	790	\$323.16	\$255,296.40

Item No	Description	Unit of Measure	Qty	Crosby Plumbing, Inc - Unit Price	Crosby Plumbing, Inc - Line Total
18	Construct Asphalt Concrete Base Course (Type B PG 64-10-R0)	TN	970	\$307.58	\$298,352.60
19	Construct Crushed Aggregate Base	CY	190	\$188.84	\$35,879.60
20	Construct Type A2 PCC Curb and Gutter per City of Industry Standard Plan 112	LF	745	\$192.00	\$143,040.00
21	Construct PCC Sidewalk and Obstruction Flare per City of Industry Standard Plan 115	SF	720	\$21.60	\$15,552.00
22	Construct Local Depression, Case 2, per City of Industry Standard Plan 212	EA	1	\$1,800.00	\$1,800.00
23	Reconstruct PCC Driveway Per Modified City of Industry Std. Plan No. 114	SF	940	\$30.00	\$28,200.00
24	Reconstruct PCC Curb Ramp per Caltrans Std. Plan A88A	SF	95	\$60.00	\$5,700.00
25	Pavement Markers, Markings and Traffic Striping	LS	1	\$110,000.00	\$110,000.00
26	Install Traffic Signal Loop Detector	LF	260	\$75.00	\$19,500.00
27	Adjust Survey Monument Handhole Cover to Finish Grade	EA	2	\$500.00	\$1,000.00
28	Sawcut and Remove Existing AC Pavement, CAB and Excavate Trench	CY	515	\$500.00	\$257,500.00
29	Construct Catch Basin per SPPWC Standard Plan 300-4	EA	1	\$16,000.00	\$16,000.00
30	Construct 24" RCP per Plan with Sand Trench Backfill per Detail A on Sheet 7	LF	465	\$525.00	\$244,125.00
31	Construct Junction Structure per SPPWC Standard Plan No. 331-3	EA	1	\$3,000.00	\$3,000.00
32	Construct Manhole Structure per SPPWC Standard Plan No. 321-2	EA	3	\$11,000.00	\$33,000.00
33	8-inch Crushed Aggregate Base per Detail A on Sheet 7	CY	70	\$225.00	\$15,750.00
34	Remove and Replace Curb, Dowels and Face Plate at Existing Catch Basin	EA	1	\$7,500.00	\$7,500.00
					\$2,287,483.35
					\$2,287,483.35

BID BOND

PROJECT NO. 501

Kella Avenue and Rooks Road Storm Drain and Pavement Rehabilitation

CONTRACT NO. CITY-1501

KNOW ALL MEN BY THESE PRESENTS that we Gentry General Engineering, Inc.
_____ as BIDDER, and _____
The Ohio Casualty Insurance Company _____, a corporation organized
and existing under the laws of the State of New Hampshire _____, and duly authorized to transact
business under the laws of the State of California, as SURETY, are held and firmly bound unto
the City of Industry ("CITY"), in the penal sum of Ten Percent of the Amount Bid _____ [IN WORDS]
dollars (\$10% _____), which is 10 percent of the total amount bid by BIDDER to CITY for
the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound,
jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit
a bid to CITY for the above-stated project, if said bid is rejected, or if said bid is accepted and a
contract is awarded and entered into by BIDDER in the manner and time specified, then this
obligation shall be null and void, otherwise it shall remain in full force and effect in favor of CITY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this
9th day of January, 2026.

BIDDER:

Name: Gentry General Engineering, Inc.

Address: 320 W. Tropica Rancho Road

Colton, CA 92324

By: Brenton Gentry

Signature: B [Signature]

Title: President & CEO

SURETY:

Name: The Ohio Casualty Insurance Company

Address: 790 The City Drive South, Suite 200

Orange, CA 92868

By: Shaunna Rozelle Ostrom

Signature: [Signature]

Title: Attorney-in-Fact

Note:

- The signature on this form (Bid Bond, Page A-12) must be acknowledged before a Notary Public with an Acknowledgement Form attached.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

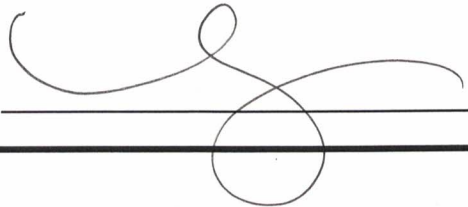
State of California
County of San Bernardino

On 01-09-2026 before me, S. Alicia Sanchez, Notary Public
(insert name and title of the officer)

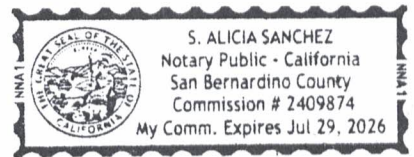
personally appeared Brenton Gentry,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On 01/09/2026 before me, Adrian Benkert-Langrell, Notary Public
(insert name and title of the officer)

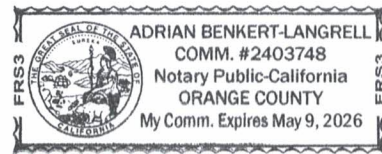
personally appeared Shaunna Rozelle Ostrom,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Adrian Benkert-Langrell

(Seal)





POWER OF ATTORNEY

Bond No. CSBA-33314

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8214600-969561

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayala; Daniel Huckabay; Adrian Langrell; Chelsea Liberatore; Frank Morones; R. Nappi; Dwight Reilly; Shaunna Rozelle Ostrom; Ben Stong; Michael D. Stong; Benjamin Wolfe; Magdalena R. Wolfe; Robert Wood

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of August, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of August, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of January, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**SHADING INDICATES
CHANGES MADE IN
ADDENDUM NO. 2**

**PLEASE NOTE THAT UNIT
PRICES SHALL ONLY BE
ENTERED ONLINE WITHIN THE
PLANETBIDS™ SOFTWARE. BID
SCHEDULE PAGES C-4
THROUGH C-12 ARE REQUIRED
TO BE SUBMITTED AS A PDF
UPLOAD VIA PLANETBIDS PER
CHECKLIST ON PAGE B-6 AND
B-7**

**SECTION C
BID SCHEDULE
FOR
CITY OF INDUSTRY
PROJECT NO. 501**

Kella Avenue and Rooks Road Storm Drain and Pavement Rehabilitation

CONTRACT NO. CITY-1501

BIDDER: Gentry General Engineering Inc.

Hereby proposes to construct the above-named project in accordance with the plans and specifications for the following prices:

SCHEDULE OF WORK ITEMS

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
1.	Mobilization	1	LS		
2.	Traffic Control	1	LS		
3.	Preparation and Implementation of the Storm Water Pollution Prevention Plan (SWPPP)	1	LS		
4.	Sawcut and Remove Existing AC Pavement	20,500	SF		
5.	Repair Up To 25% Underlying PCC Pavement	5,110	SF		
6.	Remove & Replace Up To 25% of Underlying PCC Pavement	5,110	SF		
7.	Sawcut and Remove Existing AC Pavement & 3" CAB	19,900	SF		
8.	Sawcut and Remove Existing PCC Curb and Gutter Including Base, as Required	745	LF		
9.	Sawcut and Remove Existing PCC Sidewalk and Base Materials	720	SF		
10.	Sawcut and Remove Existing PCC Driveway and Base Materials	940	SF		
11.	Sawcut and Remove Existing PCC Curb Ramp and Base Materials	95	SF		
12.	Adjust Manhole Cover and Frame to Finished Grade	5	EA		
13.	Adjust Pull Box or Utility Cover & Frame to Finish Grade	1	EA		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
14.	Adjust Water or Gas Valve Cover and Frame to Finished Grade	3	EA		
15.	Modify Existing Irrigation Facilities	1	LS		
16.	Remove and Salvage Existing Wrought Iron Gate and Reinstall Wrought Iron Gate on New Guide Channel.	2	EA		
17.	Construct High Stability Asphalt Concrete (Type C2 PG 70-10-R0)	790	TN		
18.	Construct Asphalt Concrete Base Course (Type B PG 64-10-R0)	970	TN		
19.	Construct Crushed Aggregate Base	190	CY		
20.	Construct Type A2 PCC Curb and Gutter per City of Industry Standard Plan 112	745	LF		
21.	Construct PCC Sidewalk and Obstruction Flare per City of Industry Standard Plan 115	720	SF		
22.	Construct Local Depression, Case 2, per City of Industry Standard Plan 212	1	EA		
23.	Reconstruct PCC Driveway Per Modified City of Industry Std. Plan No. 114	940	SF		
24.	Reconstruct PCC Curb Ramp per Caltrans Std. Plan A88A	95	SF		
25.	Pavement Markers, Markings and Traffic Striping	1	LS		
26.	Install Traffic Signal Loop Detector	260	LF		
27.	Adjust Survey Monument Handhole Cover to Finish Grade	2	EA		
28.	Sawcut and Remove Existing AC Pavement, CAB and Excavate Trench	515	CY		
29.	Construct Catch Basin per SPPWC Standard Plan 300-4	1	EA		
30.	Construct 24" RCP per Plan with Sand Trench Backfill per Detail A on Sheet 7	465	LF		
31.	Construct Junction Structure per SPPWC Standard Plan No. 331-3	1	EA		
32.	Construct Manhole Structure per SPPWC Standard Plan No. 321-2	3	EA		
33.	8-inch Crushed Aggregate Base per Detail A on Sheet 7	70	CY		
34.	Remove and Replace Curb, Dowels and Face Plate at Existing Catch Basin	1	EA		
GRAND TOTAL					

I hereby certify that on 1/9, 2026, Brenton Gentry
(Print Name)
examined the site of the proposed work, and the undersigned, fully understands the scope of work
and has checked carefully all words and figures inserted in the Bid Schedule.


By:

Gentry General Engineering Inc.
CONTRACTOR NAME

gentrygeneral@gmail.com
EMAIL ADDRESS

1000024189
DIR #

Brenton Gentry
PRINT NAME


SIGNATURE

BID RESULTS

CITY OF INDUSTRY
PROJECT NO. 501

Kella Avenue and Rooks Road Storm Drain and Pavement Rehabilitation

CONTRACT NO. CITY-1501

PLEASE NOTE: This page was intentionally left blank. After the bid has been awarded, it will be replaced with the awardee's Bid Results from PlanetBids™

BIDDER'S INFORMATION SHEET

- **Receipt of any addenda shall be acknowledged only online through the PlanetBids™ software.**

RETENTION MONEY OPTION: Please initial one of the following options.

- B.G.
(Initials) 1. I will provide securities (escrow account) in lieu of monies to be withheld to ensure performance under the contract as per Section D63, General Provisions.
- _____
(Initials) 2. I will not provide securities in lieu of monies to ensure performance under the contract. I understand retention will be held by the City of Industry per Section D22, General Provisions.

The undersigned, as bidder, declares as follows:

1. The only persons or parties interested in this proposal as principals are those named herein;
2. This proposal is made without collusion with any other person, firm or corporation;
3. We have carefully examined the location of the proposed work, the attached proposed form of contract, and the plans therein referred to; and
4. We propose and agree, if this Proposal is accepted, that we will contract with the City of Industry in the form of the copy of the contract attached hereto;
5. We will provide all necessary machinery, tools, apparatus and other means of construction and/or maintenance;
6. We will do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the CITY Engineer as therein set forth; and
7. This bid is sufficient to allow us to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided; and
8. We will take in full payment therefore in the amounts shown on the Bid Schedule.

IN WITNESS WHEREOF, Bidder executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 9 day of January, 20 26.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

Gentry General Engineering Inc.

Bidder



Signature

320 W. Tropica Rancho Rd.

Brenton Gentry

Mailing Address

Print Name

Colton, CA 92324

CEO/President

City/State/Zip

Title

(909) 330-1128

974279 Class A

Telephone

License No./Class

(909) 330-1129

6/30/2026

Fax

Expiration Date

Select **one** of the following: The Bidder is a:

Partnership

Corporation

Individual



The names of all persons, firms or corporations interested in this bid are: (See Section B, Page B-2, Item 4 - Signature of Bid).

AFFIX CORPORATE SEAL

Brenton Gentry

CEO/President

Note:

- The signature on this form (Bidders Information Sheet, Pages C-8 and C-9) must be acknowledged before a Notary Public with an Acknowledgement Form attached.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

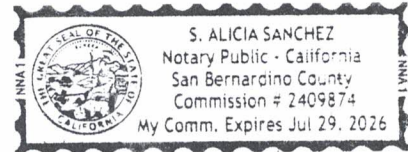
On 01/09/2026 before me, S. Alicia Sanchez, Notary Public
(insert name and title of the officer)

personally appeared Brenton Gentry,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

CITY OF INDUSTRY
PROJECT NO. 501

Kella Avenue and Rooks Road Storm Drain and Pavement Rehabilitation

CONTRACT NO. CITY-1501

Brenton Gentry, being first duly sworn, deposes and says that
Name

he or she is CEO/President, of Gentry General Engineering Inc.,
Title Name of Firm

974279
License Number

Class A
Classification

6/30/2026
Expiration Date

The party making the foregoing bid, is a licensed contractor and understands the information shown above shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the CITY OF INDUSTRY.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1/9/2026
DATE


SIGNATURE

Note:

- The signature on this form (Contractor's License Affidavit, Page C-10) must be acknowledged before a Notary Public with an Acknowledgement Form attached.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino)

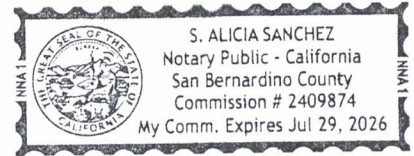
On 01/09/2024 before me, S. Alicia Sanchez, Notary Public
(insert name and title of the officer)

personally appeared Brenton Gentry,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 501

Kella Avenue and Rooks Road Storm Drain and Pavement Rehabilitation

CONTRACT NO. CITY-1501

Gentry General Engineering Inc.

certifies that:

Bidder

The following listed construction trades will be used in the work.

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> ASBESTOS | <input type="checkbox"/> BOILERMAKER | <input type="checkbox"/> BRICKLAYERS | <input type="checkbox"/> CARPENTERS |
| <input type="checkbox"/> CARPET/LINOLEUM | <input type="checkbox"/> CEMENT MASONS | <input type="checkbox"/> DRYWALL FINISHER | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS | <input type="checkbox"/> ELEVATOR MECHANIC | <input type="checkbox"/> GLAZIERS | <input type="checkbox"/> IRON WORKERS |
| <input type="checkbox"/> LABORERS | <input type="checkbox"/> MILLWRIGHTS | <input type="checkbox"/> OPERATING ENG | <input type="checkbox"/> PAINTERS |
| <input type="checkbox"/> PILE DRIVERS | <input type="checkbox"/> PIPE TRADES | <input type="checkbox"/> PLASTERERS | <input type="checkbox"/> ROOFERS |
| <input type="checkbox"/> SHEET METAL | <input type="checkbox"/> SOUND/COMM | <input type="checkbox"/> SURVEYORS | <input type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | | | |



Signature of Authorized
Representative of Bidder

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. 501

Kella Avenue and Rooks Road Storm Drain and Pavement Rehabilitation

CONTRACT NO. CITY-1501

CONTRACTOR:

Gentry General Engineering Inc.

BUSINESS ADDRESS:

320 W. Tropica Rancho Rd., Colton, CA 92324

In submitting this bid for the project:

I, Brenton Gentry, state that I have not directly or indirectly,
(Name)
entered into any agreement, participated in any collusion or otherwise taken any action in restraint
of free competitive bidding in connection with the project.

I do hereby certify under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed at Colton
California, this 9 day of January, 2026.



SIGNATURE

Note:

- The signature on this form (Non-Collusion Declaration, Page C-12) must be acknowledged before a Notary Public with an Acknowledgement Form attached.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

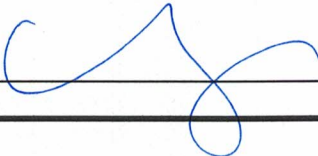
State of California
County of San Bernardino)

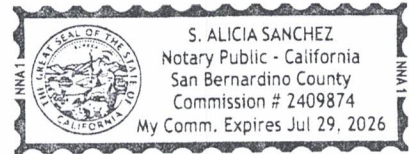
On 01/09/2026 before me, S. Alicia Sanchez, Notary Public
(insert name and title of the officer)

personally appeared Brenton Gentry,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



/ of Industry
 Road Storm Drain and Pavement Rehabilitation (CITY-1501)
 on 11/25/2025
 by 22, 2026 10:00 AM (PST)
 modified on 01/22/2026

Unit Price * Quantity)

Item No	Description	Unit of Measure	Qty	Gentry General Engineering, Inc. - Unit Price	Gentry General Engineering, Inc. - Line Total
1	Mobilization	LS	1	\$46,200.00	\$46,200.00
2	Traffic Control	LS	1	\$11,760.00	\$11,760.00
3	Preparation and Implementation of the Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$17,146.00	\$17,146.00
4	Sawcut and Remove Existing AC Pavement	SF	20500	\$3.00	\$61,500.00
5	Repair Up To 25% Underlying PCC Pavement	SF	5110	\$3.34	\$17,067.40
6	Remove & Replace Up To 25% of Underlying PCC Pavement	SF	5110	\$17.00	\$86,870.00
7	Sawcut and Remove Existing AC Pavement & 3" CAB	SF	19900	\$3.00	\$59,700.00
8	Sawcut and Remove Existing PCC Curb and Gutter Including Base, as Required	LF	745	\$72.00	\$53,640.00
9	Sawcut and Remove Existing PCC Sidewalk and Base Materials	SF	720	\$16.00	\$11,520.00
10	Sawcut and Remove Existing PCC Driveway and Base Materials	SF	940	\$7.00	\$6,580.00
11	Sawcut and Remove Existing PCC Curb Ramp and Base Materials	SF	95	\$62.00	\$5,890.00
12	Adjust Manhole Cover and Frame to Finished Grade	EA	5	\$624.00	\$3,120.00
13	Adjust Pull Box or Utility Cover & Frame to Finish Grade	EA	1	\$1,560.00	\$1,560.00

Item No	Description	Unit of Measure	Qty	Gentry General Engineering, Inc. - Unit Price	Gentry General Engineering, Inc. - Line Total
14	Adjust Water or Gas Valve Cover and Frame to Finished Grade	EA	3	\$910.00	\$2,730.00
15	Modify Existing Irrigation Facilities	LS	1	\$17,318.00	\$17,318.00
16	Remove and Salvage Existing Wrought Iron Gate and Reinstall Wrought Iron Gate on New Guide Channel.	EA	2	\$2,411.00	\$4,822.00
17	Construct High Stability Asphalt Concrete (Type C2 PG 70-10-R0)	TN	790	\$165.00	\$130,350.00
18	Construct Asphalt Concrete Base Course (Type B PG 64-10-R0)	TN	970	\$159.00	\$154,230.00
19	Construct Crushed Aggregate Base	CY	190	\$140.00	\$26,600.00
20	Construct Type A2 PCC Curb and Gutter per City of Industry Standard Plan 112	LF	745	\$62.00	\$46,190.00
21	Construct PCC Sidewalk and Obstruction Flare per City of Industry Standard Plan 115	SF	720	\$16.00	\$11,520.00
22	Construct Local Depression, Case 2, per City of Industry Standard Plan 212	EA	1	\$8,751.00	\$8,751.00
23	Reconstruct PCC Driveway Per Modified City of Industry Std. Plan No. 114	SF	940	\$27.00	\$25,380.00
24	Reconstruct PCC Curb Ramp per Caltrans Std. Plan A88A	SF	95	\$88.00	\$8,360.00
25	Pavement Markers, Markings and Traffic Striping	LS	1	\$6,556.00	\$6,556.00
26	Install Traffic Signal Loop Detector	LF	260	\$20.00	\$5,200.00
27	Adjust Survey Monument Handhole Cover to Finish Grade	EA	2	\$1,364.00	\$2,728.00
28	Sawcut and Remove Existing AC Pavement, CAB and Excavate Trench	CY	515	\$92.00	\$47,380.00

Item No	Description	Unit of Measure	Qty	Gentry General Engineering, Inc. - Unit Price	Gentry General Engineering, Inc. - Line Total
29	Construct Catch Basin per SPPWC Standard Plan 300-4	EA	1	\$9,535.00	\$9,535.00
30	Construct 24" RCP per Plan with Sand Trench Backfill per Detail A on Sheet 7	LF	465	\$200.00	\$93,000.00
31	Construct Junction Structure per SPPWC Standard Plan No. 331-3	EA	1	\$9,535.00	\$9,535.00
32	Construct Manhole Structure per SPPWC Standard Plan No. 321-2	EA	3	\$9,405.00	\$28,215.00
33	8-inch Crushed Aggregate Base per Detail A on Sheet 7	CY	70	\$174.00	\$12,180.00
34	Remove and Replace Curb, Dowels and Face Plate at Existing Catch Basin	EA	1	\$2,714.00	\$2,714.00
					\$1,035,847.40
					\$1,035,847.40



Contractor's License Detail for License # 974279

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 2/17/2026 11:39:33 AM

Business Information

GENTRY GENERAL ENGINEERING INC
 320 W TROPICA RANCHO ROAD
 COLTON, CA 92324
 Business Phone Number:(909) 330-1128

Entity Corporation
Issue Date 06/26/2012
Reissue Date 06/24/2016
Expire Date 06/30/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

[A - GENERAL ENGINEERING](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).
Bond Number: 100316398
Bond Amount: \$25,000
Effective Date: 01/01/2023
[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual BRENTON WAYNE GENTRY certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 06/24/2016

This license has workers compensation insurance with the [ZURICH AMERICAN INSURANCE COMPANY](#)

Policy Number: WC678225700

Effective Date: 05/06/2025

Expire Date: 05/06/2026

[Workers' Compensation History](#)

Workers' compensation classification code(s):

62201 - Excavation-high wage

52051 - Concrete/Cement Work-sidewalks-high wage

8810 - Clerical Office Employees

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

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1000024189 - GENTRY GENERAL ENGINEERING INC

Customer Account Lookup

PWCR

1000024189

Contractor Status

DIR Approved

CSLB

974279

Business Phone

19093301128

Ext

Registration Start Date

2025-07-01

Legal Entity Name

GENTRY GENERAL ENGINEERING INC

Doing Business As (DBA)

GENTRY GENERAL ENGINEERING INC

Business Structure

-- None --

President

Brenton Gentry

Email

gentrygeneral@gmail.com

Registration End Date

2028-06-30

Crafts

Operating Engineer Laborer and Related Classifications

Teamster (Work on a construction site) Cement Mason

Address

Mailing Address

320 W. Tropica Rancho Road

Mailing Address - City

Colton

Mailing Address - State

CA

Mailing Address - Zip

92324

Mailing Address - Country

USA

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

[Registration Dates](#) (8)

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NOTICE OF EXEMPTION

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

From: City of Industry
15625 Mayor Dave Way
City of Industry, CA 91744

Project Title: CITY-1501 Kella Avenue and Rooks Road Storm Drain and Pavement Rehabilitation

Project Location - Specific: Kella Avenue and Rooks Road at the 605 Freeway

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

Description of Project: Asphalt concrete and Portland Cement removal, construction, and repair. Concrete sidewalk removal and reconstruction, trenching, storm drain and catch basin construction and signing and striping.

Name of Public Agency Approving Project: City of Industry

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

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15301 Class 1
- Statutory Exemptions. *State code number:*

Reasons why project is exempt: The proposed project is exempt from the California Environmental Quality Act ("CEQA") per Section 15301 Class 1 of the CEQA Regulations in which the minor alteration of existing public or private structures or facilities involve negligible or no expansion of existing use. This project will reconstruct the existing pavement section on Kella Avenue and a portion of Rooks Road; construction of a 24-inch reinforced concrete pipe storm drain and catch basins; repair broken curbs, gutters, driveways, and sidewalks, upgrade curb ramps to current ADA standard, adjust existing utility covers to finish grade, and install pavement markings, striping, and re-paint red curb throughout. The project does not result in an expansion of the use, as the streets are not being expanded to allow for additional traffic, it's simply routine maintenance work.

Lead Agency

Contact Person: Mathew Hudson Telephone: (626) 333-2211

Signature: _____ Date: February 26, 2026

Title: Director of Public Works

ITEM NO. 6.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Bing Hyun, Asst. City Manager

DATE: February 26, 2026

SUBJECT: Second Reading and Adoption of an Ordinance Amending Title 17 (Zoning) of the City of Industry Municipal Code to Amend Section 17.16.010 (Permitted Uses) of Chapter 17.16 (Industrial Zone), and Add Chapter 17.20 (Battery Energy Storage System Facilities) to Title 17 (Zoning), of the City of Industry Municipal Code

Background:

On February 12, 2026, the City Council conducted a public hearing and the first reading and introduction of Ordinance No. 841, to amend Section 17.16.010 (Permitted Uses) of Chapter 17.16 (Industrial Zone), and add Chapter 17.20 (Battery Energy Storage System Facilities) to Title 17 (Zoning), to the City's Code. The proposed regulations are intended to protect the health, welfare, safety, and quality of life for the general public, to ensure compatible land uses in the areas affected by battery energy storage facilities and to mitigate the impacts of battery energy storage system ("BESS") facilities on the environment. This ordinance is now being presented for second reading and adoption.

At the same February 12, 2026 meeting, the City Council also approved the development of a BESS facility at 16207, 16233 and 16253 Gale Avenue, through the approval of Resolution No. CC 2026-01, approving the Initial Study/Mitigated Negative Declaration ("IS/MND") and notice of determination regarding same, including IS/MND and response to comments received on the IS/MND; Resolution No. CC 2026-03, approving Development Plan No. 22-05 with Conditions of Approval; Resolution No. CC 2026-04, approving Conditional Use Permit No. 24-03 with Conditions of Approval; and Community Benefit Agreement No. 25-01.

If the City Council approves today's recommended action, the anticipated effective date of the ordinance and Resolution Nos. CC 2026-03 and CC 2026-04 is on or around March 28, 2026.

Discussion:

Fiscal Impact:

In addition to the guarantees outlined in the Community Benefit Agreement, the costs associated with processing this application are paid through a deposit provided by the Applicant. As a result, there would be no fiscal impacts on the City's General Fund. Also, development of the Project will generate revenues for the City in the form of building permit fees which defray planning and inspections costs.

Recommendation:

Staff recommends the City Council conduct second reading, by title only, and adopt Ordinance No. 841, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 17.16.010 (PERMITTED USES) OF CHAPTER 17.16 (INDUSTRIAL ZONE), AND ADDING CHAPTER 17.20 (BATTERY ENERGY STORAGE SYSTEM FACILITIES) TO TITLE 17 (ZONING), OF THE CITY OF INDUSTRY MUNICIPAL CODE.

Exhibits:

1. Ordinance No. 841

ORDINANCE NO. 841

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 17.16.010 (PERMITTED USES) OF CHAPTER 17.16 (INDUSTRIAL ZONE), AND ADDING CHAPTER 17.20 (BATTERY ENERGY STORAGE SYSTEM FACILITIES) TO TITLE 17 (ZONING), OF THE CITY OF INDUSTRY MUNICIPAL CODE, AND ADOPTING A MITIGATED NEGATIVE DECLARATION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

RECITALS

WHEREAS, on September 29, 2010, the Governor of California signed into law Assembly Bill 2514 (AB 2514), which amended California Public Utilities Code Section 2835 and recognized the importance of energy storage technologies and required publicly owned utilities to invest in energy storage; and

WHEREAS, on September 10, 2018, the Governor of California signed into law Senate Bill 100 (SB 100), and mandates a target of 100 percent clean, zero-carbon electricity by 2045, and declared that increased use of battery energy storage is essential to achieving statewide greenhouse gas reduction and renewable energy goals; and

WHEREAS, allowing permitted and safely installed battery energy storage systems is consistent with California's broader climate, resilience, and clean-energy mandates and provides local benefits by enhancing grid stability, enabling greater use of local renewable energy, and supporting emergency backup power during extreme weather or wildfire-related outages; and

WHEREAS, pursuant to the police powers delegated to it by the California Constitution, the City has the authority to enact laws that promote the public health, safety, and welfare of its citizens, including location and regulations for battery energy storage system facilities; and

WHEREAS, an application for the development and operation of a battery energy storage system ("BESS") facility located at 16233, 16207, AND 16253 Gale Avenue (Assessor's Parcel Numbers 8242-016-033, -034, 036, -044, AND -061) was received; and

WHEREAS, this zoning amendment proposes a text amendment to add BESS facilities as a conditionally permitted use in the Industrial Zone and create regulations for the installation and use of such facilities; and

WHEREAS, based on Staff's review and assessment as lead agency pursuant to the California Environmental Quality Act ("CEQA", Public Resources Code § 21000 *et seq.*), Initial Studies/Mitigated Negative Declarations ("IS/MND") and Mitigation Monitoring Program ("MMRP") were prepared for the proposed battery storage project. The IS/MND includes a MMRP. The City, as lead agency, prepared and made available a Draft IS/MND (State Clearinghouse #2025120872) for public review and comment

pursuant to CEQA Guidelines Section 15070. The public review period was from December 16, 2025, through January 5, 2026. Subsequently, the City prepared a Final IS/MND incorporating text changes to the Draft MND pursuant to comments received on the Draft IS/MND during the public comment period. The City also provided written responses to all such comments, in memo form in the Final IS/MND.

WHEREAS, on January 7, 2026, notice of the Planning Commission's January 27, 2026, public hearing on the proposed Zoning Code amendment was published in the San Gabriel Valley Tribune, and was posted at City Hall, the City's Council Chambers, Fire Station 118, and on the City's website; and

WHEREAS, on January 27, 2026, the Planning Commission of the City of Industry conducted a duly noticed public hearing on Zoning Code Amendment No. 24-07, and considered all testimony written and oral, and adopted Resolution No. PC 2026-02, recommending that the City Council adopt the Ordinance; and

WHEREAS, on February 2, 2026, notice of the City Council's February 12, 2026 public hearing on Ordinance No. 841 was published in the San Gabriel Valley Tribune, in compliance with the City's Municipal Code and Government Code Section 65090; and

WHEREAS, on February 2, 2026, notice of the City Council's February 12, 2026 public hearing on Ordinance 841 was posted at City Hall, the City's Council Chambers, Fire Station 118, and on the City's website; and

WHEREAS, on February 12, 2026, the City Council of the City of Industry conducted a duly noticed public hearing on Ordinance No. 841, and considered all testimony written and oral; and

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

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

SECTION 1. Findings.

The City Council finds that based on substantial evidence presented to the City Council during the February 12, 2026 public hearing, including public testimony and oral staff reports, that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

SECTION 2. CEQA Findings.

Based upon substantial evidence presented to the City Council during the February 12, 2026 public hearing, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, and any documents provided by the public to the City Council at the February 12, 2025 public hearing, the City Council finds as follows:

The proposed Municipal Code amendment has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"). The City Council has determined that the text amendment required an Initial Study/Mitigated Negative Declaration ("IS/MND") and Mitigation

Monitoring Program (“MMRP”) for the project. The IS/MND includes a MMRP. The City, as lead agency, prepared and made available a Draft IS/MND (State Clearinghouse #2025120872) for public review and comment pursuant to CEQA Guidelines Section 15070. The public review period was from December 16, 2025, through January 5, 2026. Subsequently, the City prepared a Final IS/MND incorporating text changes to the Draft IS/MND pursuant to comments received on the Draft IS/MND during the public comment period. The City also provided written responses to all such comments, in memo form, in the Final IS/MND. The IS/MND, with the MMRP adequately address environmental impacts of the project. Based on the foregoing, on February 2, 2026, the City Council adopted Resolution No. CC 2026- 01 adopting the IS/MND and MMRP for the Project.

SECTION 3. Zoning Code Text Amendment Findings

- A. This Ordinance is consistent with the goals, and policies of the City’s General Plan. Expanding allowable uses within the Industrial zones allows the City to maintain a vibrant employment environment, by accommodating business as a primary land use and supporting basic industrial activities (Goal LU1, Policies LU1-1 and LU1-2). The inclusion of BESS facilities as a conditionally permitted use updates the Code to better reflect contemporary uses that provide a competitive business climate to serve the long-term economic future of the City. As proposed, BESS facilities are required to have a minimum size of 2.5 acres which can result from the consolidation of lots for single tenant uses (Goal LU2, Policy LU2-3) and BESS facilities will help maximize the competitive advantage of locating a business in the City through constructing and maintaining adequate infrastructure and services, by serving state goals related to the development and sustainability of renewable energy sources (Goal LU2, Policy LU2-5).
- B. This Ordinance is consistent with the City’s Zoning Code in that the Ordinance implements the stated objective measures of the Land Use Element, which will ensure the cohesive and orderly development of land within the City, consistent with the City’s long-term goals. Further, the criteria contained within the Ordinance help address impacts to surrounding properties, through the application and use of the Building and Safety and Fire Codes. Accordingly, this Ordinance will not adversely affect surrounding properties and is compatible with existing zoning and use regulations, development standards, and furthers the intent and purpose of the adopted zoning code.
- C. The Ordinance is not detrimental to the public health, safety, or general welfare and serves the goals and purposes of the Industry Municipal Code. Expanding allowable uses as contemplated in the Land Use Element of the General Plan will foster a mix of uses and employment that aligns with the City’s founding purpose of being a business and industrial hub, and maintaining an ideal setting for manufacturing, distribution, and industrial facilities. The Proposed Ordinance provides regulations limiting BESS facilities to the Industrial Zone, and provides safeguards including, without limitation, proximity to high fire hazard severity zones, and distancing from existing residential uses. Further requirements of the Ordinance also maintain public health safety and general welfare by requiring BESS facilities to comply with applicable Fire Codes, without limitation, the approval of a Hazard Mitigation Analysis, Emergency Response Plan, and a

Decommissioning Plan, which collectively ensure the safe operation of the facility and the protection of surrounding areas throughout and beyond the life of the BESS facility.

SECTION 4. Municipal Code Amendment.

Section 17.16.010.A (Permitted Uses) of Chapter 17.16 (Industrial Zone) is hereby amended in alphabetical order to add: Battery Energy Storage System Facilities, pursuant to Chapter 17.50.

SECTION 5. Municipal Code Amendment.

Section 17.50 (Battery Energy Storage System Facilities) is hereby added to Title 17 (Zoning) to read in its entirety as follows:

Sec. 17.50.010 – Battery Energy Storage System Facilities

This section shall be referred to as the "City of Industry Battery Energy Storage System Facilities Ordinance."

Should there be a conflict between the provisions of this section and other sections of the City of Industry Zoning Code, this section shall control.

Sec. 17.50.020 - Intent and purpose.

Battery Energy Storage System Facility regulations are adopted with the intent of advancing and protecting the public health, safety, and welfare of the City of Industry by establishing regulations for the installation and use of energy storage systems. The regulations herein are intended to protect the health, welfare, safety, and quality of life for the general public.

Sec. 17.50.030 - Classification of Battery Energy Storage System Facilities.

(a) Definitions. For the purposes of this section, the following definitions shall apply:

Battery Energy Storage System (Utility Scale). A system consisting of electrochemical, kinetic, thermal, or other form of energy-storage technology storage batteries, battery chargers, controls, power conditioning systems and associated electrical equipment, assembled together, capable of storing energy in order to supply electrical energy at a future time and will connect to a public utility grid not to include a stand- alone 12-volt car battery or an electric motor vehicle. A Battery Energy Storage System is a type of Energy Storage System.

Decommissioning Plan. A plan to retire the physical facilities of the battery energy storage system, including decontamination, dismantlement, rehabilitation, landscaping, and monitoring. The plan contains detailed information on the proposed decommissioning and covers the schedule, type, and sequence of decommissioning activities; waste management, storage, and disposal of the waste from decommissioning; the time limit for decommissioning and site rehabilitation.

Energy Storage System. A system which stores energy and releases it in the same form as was input, to a public utility grid.

Sec. 17.50.040 - Applicability.

- (a) The requirements of this ordinance shall apply to utility-scale battery energy storage system facilities permitted, installed, or modified after the effective date of this ordinance, excluding general maintenance and repair and facilities subject to subsection (c).
- (b) Utility-scale battery energy storage system facilities constructed or installed prior to the effective date of this ordinance shall not be required to meet the requirements of this section. Modifications to, retrofits or replacements of an existing battery energy storage system facility that increases the total energy storage system designed discharge duration or power rating shall be subject to this section.
- (c) To the extent permitted by state law, the provisions of this ordinance may not apply to Battery Energy Storage System facilities that are subject to Chapter 6.2 (commencing with Section 25545) of Division 15 of the Public Resources Code, as amended.

Sec. 17.50.050 - Approvals Required

- (a) Battery energy storage system facilities are permitted subject to approval of a Conditional Use Permit pursuant to Chapter 17.48, Design Review pursuant to Chapter 17.36 of this chapter, and approval of a Development Agreement, and/or Community Benefit Agreement as determined by the City Manager.

Sec. 17.50.060 – Siting Limitation

- (a) A battery energy storage system facility is only permitted in the Industrial Zone (M), but shall not be located on a parcel in a very high fire hazard severity zone, based on City adopted maps.
- (b) Battery energy storage system facilities shall not be constructed further than 1/2 mile from the connecting utility, as measured from the nearest point of each parcel boundary.

Sec. 17.50.070 - Development Standards.

- (a) Battery energy storage system facilities must meet all applicable standards of the adopted Building and Safety Codes and of the adopted Fire Codes in effect on the date an application is submitted to the respective reviewing authority, and any other applicable laws, rules, or regulations.
- (b) Battery energy storage system facilities shall be a minimum of 2.5 acres in size.
- (c) Battery energy storage system facilities shall comply with the site design requirements set forth below in addition to all other applicable sections of the City of

Industry Zoning Code:

- (1) Site Layout of BESS Units. In accordance with the Fire Code, separation distances between BESS units, enclosures, and groups of BESS units/enclosures, and setback distances from sensitive exposures, shall be validated by large-scale fire testing or modeling, as specified and approved by the Los Angeles County Fire Department.
- (2) Battery energy storage system facilities shall not be located within 100 feet of any residential uses as measured from the nearest point between the energy storage system enclosures to property line of the residential use.
- (3) Where visible from a public right of way, the site shall be fully enclosed by a minimum six-foot, solid wall. Where not visible from a public right of way, the site shall be enclosed by a minimum ten-foot, solid wall fencing. Said wall or fencing shall be located on the perimeter of the site, notwithstanding placement of wall or fencing to address safety hazards. Where visible from the public right of way, walls shall consist of either decorative concrete masonry block or decorative concrete tilt-up walls.
- (4) No landscaping is required on the interior side of the screen walls.
- (5) The minimum required landscape area shall be limited to the perimeter landscaping surrounding the perimeter screening wall or fencing adjacent to public right of ways and private streets. Landscaping shall not conflict requirements set by the Los Angeles County Fire Department.
- (6) Solid walls surrounding facilities which are below grade of an adjacent street or property shall incorporate a berm/slope along the entire length of the wall to ensure facilities are not visible from public view.
- (7) No equipment or appurtenances shall exceed the screen wall height described in subparagraph (3), above, unless it can be demonstrated through a line-of-sight analysis to the satisfaction of the director that the wall height will sufficiently screen said equipment and/or appurtenances. Enclosures for batteries and other systems shall not exceed fifteen feet in height.
- (8) Accessory structures such as utility poles or utility connection equipment, substation switchyard, and similar equipment, necessary for the operation of the facility may exceed the height standards of the applicable zoning district subject to approval of a Conditional Use Permit specifically addressing height standards.
- (9) On-site parking shall be provided as specified below:
 - i. For sites that include building(s), the number of parking spaces shall comply with requirements for public facilities and services set forth in Section 17.36.060.K.1.a of the Industry Municipal Code.

- ii. For sites that do not include buildings, two on-site parking spaces shall be provided.
 - i. All parking, fire access roadway, and drive aisles shall be paved with asphalt or concrete.
- (10) All facilities shall have an approved signage plan including safety signage to be posted at the site.
- (11) All improvements and site specifications shall be subject to approval of a Hazard Mitigation Analysis by the Los Angeles County Fire Department.
- (12) Emergency Response Plan (ERP).
- i. An Emergency Response Plan (ERP) shall be reviewed and approved by the Los Angeles County Fire Department. Site personnel must maintain and train on the ERP for the life of the installation, as directed by the Los Angeles County Fire Department.
 - ii. An after-incident mitigation company shall be on retainer at all times, maintained in the list of contacts in the ERP, and disclosed to the Los Angeles County Fire Department.
 - iii. The owner or operator of a battery energy storage system facility shall submit an ERP pursuant in accordance with all applicable laws, with the Conditional Use Permit application for a battery energy storage system facility. Said plan shall be reviewed and approved by the Los Angeles County Fire Department.
- (13) Any permit application that includes a request for deviation from development standards set forth in this section shall be reviewed through a Conditional Use Permit process, and does not require a Variance application. The approving authority shall make the following finding prior to approval of a request to deviate from development standards set forth by this ordinance:

“The alternative development standard(s) will result in an equivalent or better project in terms of adverse impacts and public benefits to the immediate and surrounding community.”

Sec. 17.50.080 - Decommissioning.

- (a) Decommissioning Plan. The applicant shall submit a Decommissioning Plan which shall be reviewed and approved by the City and the Los Angeles County Fire Department, and other agencies as may be required. The Decommissioning Plan shall include all of the following:
- i. A narrative description of the activities to be accomplished, including who will perform that activity and at what point in time following the closure of the facility, for complete physical removal of all battery energy storage system components, structures, equipment, security barriers, and transmission lines from the site;

- ii. Disposing of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations;
 - iii. The anticipated life of the battery energy storage system;
 - iv. The manner in which the battery energy storage system will be decommissioned, and the site restored to a condition reasonably similar to its original state, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage system, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed; and
 - v. A listing of any contingencies for removing an intact operational battery energy storage system from service, and for removing a battery energy storage system from service that has been damaged by a fire or other event.
- (b) Ownership/Operator Changes. A new owner or operator shall notify the Director of such change in ownership or operator and assumes in writing all the obligations of the project within 90 days of the ownership change. Failure to provide timely notice and assumption of obligations shall constitute a violation of the Conditional Use Permit and shall be grounds for revocation of the permit. Reinstatement of a project or approvals will be subject to the same review and approval processes for new applications under this chapter.

Sec. 17.50.090 - Performance Measures and Standard Conditions of Approval.

The following measures shall be included as performance measures and standard conditions of approval for all battery energy storage system facilities to which this chapter applies.

- (a) Facilities shall not store any products, goods, materials, or containers outside of any on-site building or battery enclosures.
- (b) Anti-graffiti coating to prevent graffiti shall be provided for all solid screen walls.
- (c) Facilities shall comply with the noise regulations set forth in Health & Safety Code § 46000 et seq. and Gov't Code § 65302(f).
- (d) Operators shall address any nuisance, safety issues, or violations of conditions of approval within forty-eight hours of being notified by the City of Industry that an issue exists.
- (e) The owner and/or operator is responsible for submitting an updated Decommissioning Plan to the Los Angeles County Fire Department for approval whenever modifications are made to an approved Decommissioning Plan.

- (f) A written security program for the premises shall be reviewed and approved by the Los Angeles County Sheriff's Department.
- (g) The applicant is required to update the Hazard Mitigation Analysis (HMA) to account for changes to the proposed BESS facilities project during the building permit review process. Prior to issuance of a building permit, an updated HMA, if required, shall be approved by the Los Angeles County Fire Department.

SECTION 6. Clerical Errors.

The City Council directs the City Clerk to correct any clerical errors found in this Chapter, including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

SECTION 7. Severability.

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

SECTION 8. Effective Date.

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

SECTION 9. Publication.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry, California, at a regular meeting held on February 26, 2026, by the following vote:

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

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

ITEM NO. 6.7



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: James Casso, City Attorney

DATE: February 26, 2026

SUBJECT: Consideration of Resolution No. CC 2026-07 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY APPROVING THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN THE MOYNIER GOLF COURSE PROPERTY, LLC, BEAD GOLF COURSE PROPERTIES, LLC, LARSEN FAMILY TRUST, DATED JANUARY 22, 1992, JUAN CARLOS LOPEZ, AS SUCCESSOR TRUSTEE OF THE MARY K. AIREY 2019 REVOCABLE TRUST, DATED SEPTEMBER 27, 2019, MATTHEW E. AIREY AND CHRISTY A. AIREY, AS TRUSTEES OF THE AIREY REVOCABLE LIVING TRUST DATED MARCH 13, 2017, AND REGINA MARIE AIREY, AS TRUSTEE OF THE REGINA AIREY TRUST DATED FEBRUARY 15, 2018, AND THE CITY OF INDUSTRY FOR PROPERTY AT 19722 BUSINESS PARKWAY, ROWLAND HEIGHTS, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

Background:

The Moynier Golf Course Property, LLC, Bead Golf Course Properties, LLC, Larsen Family Trust, dated January 22, 1992, Juan Carlos Lopez, as Successor Trustee of the Mary K. Airey 2019 Revocable Trust, dated September 27, 2019, Matthew E. Airey and Christy A. Airey, as Trustees of the Airey Revocable Living Trust dated March 13, 2017, and Regina Marie Airey, as Trustee of the Regina Airey Trust dated February 15, 2018, (collectively "Seller"), is the owner of the property at 19722 Business Parkway, Rowland Heights, California, designated as APN 8760-029-048 ("Property"). Recently, the Seller sold the Royal Vista Golf Course. The golf course was served by groundwater from a groundwater well that is located on the subject Property. Because the golf course will be converted to housing there was no longer a need for this property. The Seller approached the City to see if we were interested in purchasing the Property.

Discussion:

The City of Industry (“Buyer”) desires to purchase the Property for necessary municipal purposes from Seller, and Seller desires to sell the Property to Buyer pursuant to a Purchase and Sale Agreement and Joint Escrow Instructions, (“Agreement”), attached as Exhibit A to the proposed Resolution No. CC 2026-07. The parcel is a unique sliver of land that is outside the City of Industry’s boundary but the parcels on both sides of it are within the City of Industry. The City will be working with the Walnut Valley Water District to sell them the groundwater well that is on the property as they are the local water purveyor in the area. The City is also in need of a City maintenance yard in the vicinity and may consider using a portion of the property for that purpose.

The purchase of the Property is exempt from the California Environmental Quality Act (“CEQA”) (Public Resources Code Section 21000 et seq.), pursuant to Section 15061(b)(3) of the CEQA Guidelines. A Notice of Exemption is attached as Exhibit 2.

Fiscal Impact:

If the Agreement is approved, an appropriation of \$900,000 is required for property acquisition (100-900-9030).

Recommendation:

Staff recommends that the City Council adopt Resolution No. CC 2026-07, approving the Purchase and Sale Agreement and Joint Escrow Instructions, and adopting a Notice of Exemption regarding same.

Exhibits:

1. Resolution No. CC 2026-07
2. Notice of Exemption

EXHIBIT 1

Resolution No. CC 2026-07

[Attached]

RESOLUTION NO. CC 2026-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY APPROVING THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN THE MOYNIER GOLF COURSE PROPERTY, LLC, BEAD GOLF COURSE PROPERTIES, LLC, LARSEN FAMILY TRUST, DATED JANUARY 22, 1992, JUAN CARLOS LOPEZ, AS SUCCESSOR TRUSTEE OF THE MARY K. AIREY 2019 REVOCABLE TRUST, DATED SEPTEMBER 27, 2019, MATTHEW E. AIREY AND CHRISTY A. AIREY, AS TRUSTEES OF THE AIREY REVOCABLE LIVING TRUST DATED MARCH 13, 2017, AND REGINA MARIE AIREY, AS TRUSTEE OF THE REGINA AIREY TRUST DATED FEBRUARY 15, 2018, AND THE CITY OF INDUSTRY FOR PROPERTY AT 19722 BUSINESS PARKWAY, ROWLAND HEIGHTS, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

WHEREAS, the Moynier Golf Course Property, LLC, Bead Golf Course Properties, LLC, Larsen Family Trust, dated January 22, 1992, Juan Carlos Lopez, as Successor Trustee of the Mary K. Airey 2019 Revocable Trust, dated September 27, 2019, Matthew E. Airey and Christy A. Airey, as Trustees of the Airey Revocable Living Trust dated March 13, 2017, and Regina Marie Airey, as Trustee of the Regina Airey Trust dated February 15, 2018, (collectively the “Seller”) is the owner of that certain real property commonly known as 19722 Business Parkway, Rowland Heights, California and designated as APN 8760-029-048, together with all right, title and interest in and to all appurtenances and improvements, including a water well and its related conduits and improvements (collectively, the “Property”); and

WHEREAS, the City of Industry (the “Buyer”), pursuant to Government Code section 37351 desires to purchase the Property for necessary municipal purposes from Seller, and Seller desires to sell the Property to Buyer pursuant to a Purchase and Sale Agreement and Joint Escrow Instructions (the “Agreement”), attached hereto as Exhibit A and incorporated herein by reference. The purchase price is \$900,000.00; and

WHEREAS, the purchase of the Property is exempt from the California Environmental Quality Act (“CEQA”) (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. The sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA; and

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

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

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

SECTION 3. The purchase of the Property is exempt from the California Environmental Quality Act (“CEQA”) (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. The sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Any future use of the Property may be subject to additional environmental review and independent analysis as required by CEQA.

Based on these findings, the City Council adopts the Notice of Exemption and directs Staff to file same as required by law and affirm their respective approval of the purchase and sale of the Property.

SECTION 4. The City Council hereby approves the Purchase and Sale Agreement and Joint Escrow Instructions, attached hereto as Exhibit A.

SECTION 5. The City Manager is hereby authorized to take such further actions as may be necessary to carry out the obligations set forth in this Resolution.

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

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

SECTION 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 26th day of February, 2026, by the following vote:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

Exhibit A

Purchase and Sale Agreement and Joint Escrow Instructions

**PURCHASE AND SALE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS FOR
19722 BUSINESS PARKWAY, ROWLAND HEIGHTS, CA, APN 8760-029-048**

THIS PURCHASE AGREEMENT AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS for the property located at 19722 Business Parkway, Rowland Heights, CA, APN 8760-029-048, (this “Agreement”), dated as of February __, 2026 (the “Effective Date”) is entered into by and between the Moynier Golf Course Property, LLC, Bead Golf Course Properties, LLC, Larsen Family Trust, dated January 22, 1992, Juan Carlos Lopez, as Successor Trustee of the Mary K. Airey 2019 Revocable Trust, dated September 27, 2019 Matthew E. Airey and Christy A. Airey, as Trustees of the Airey Revocable Living Trust dated March 13, 2017, and Regina Marie Airey, as Trustee of the Regina Airey Trust dated February 15, 2018, (collectively, the “Seller”) and the CITY OF INDUSTRY, a municipal corporation (the “City” or “Buyer”). The Seller and Buyer are hereinafter sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

A. Seller is the owner of that certain real property designated as APN 8760-029-048, City of Industry, California, as more particularly described on Exhibit A attached hereto together with all right, title and interest in and to all appurtenances and improvements, including a water well and its related conduits and improvements (collectively, the “Property”).

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer on the terms and conditions contained in this Agreement.

NOW, THEREFORE, for valuable consideration, and subject to all terms and conditions hereof, Buyer and Seller agree as follows:

1. PURCHASE AND SALE. Pursuant to the terms and conditions contained in this Agreement, Seller hereby agrees to sell the Property to Buyer and, Buyer hereby agrees to purchase the Property from Seller.

2. PURCHASE PRICE. The purchase price (“Purchase Price”) for the Property shall be Nine Hundred Thousand and 00/100 Dollars (\$900,000.00) (the “**Purchase Price**”), payable by Buyer to Seller in cash, by certified check, or by wired funds available for immediate credit at the Closing (as defined in Section 7A below). A refundable deposit equal to ten percent (10%) of the Purchase Price shall be deposited into escrow by Buyer within five (5) days after execution of this Agreement by Seller and delivery to Buyer (“Deposit”). At the close of escrow, the Deposit shall be applied to the Purchase Price. Notwithstanding the above, if any of the conditions to closing set forth in Section 4 are not satisfied and escrow fails to close as a result thereof, the Deposit shall be fully refundable to Buyer.

Buyer represents and warrants that it has obtained a qualified appraisal that determined that the Fair Market Value of the Property is Two Million Four Hundred Thousand and 0/100 Dollars \$2,400,000. Buyer further represents and warrants that said appraisal shall be dated as of the date not more than six (6) days prior to the Closing Date defined below. Should the appraisal date be a date

that is more than sixty (60) days prior to the Closing Date, Buyer must obtain a more current appraisal. Buyer shall disclose copies of all appraisals to Seller. The Parties agree that the difference between the fair market value of \$2,400,000.00 and the sales price of \$900,000.00 is the bargain element or the intended gift from the Seller to the Buyer. The Parties further agree that no goods or services were provided in exchange for the bargain element or intended gift. The Parties shall cooperate in completing any required IRS forms, such as Form 8283. The Parties shall cooperate in completing any required IRS forms, such as Form 8283, and Buyer shall also specify the intended qualifying use of the tax deductible bargain element.

Notwithstanding the above, the Buyer makes no warranty or representation to the Seller that the bargain element or intended gift set forth above is a tax deductible donation under federal or State law. Further the Buyer does not assume any liability or otherwise and the Seller hereby waives and releases the Buyer as to any claims the Seller may have against the Buyer in the event the tax deductibility of the bargain element or intended gift is disallowed as a deduction/charitable contribution by either the Internal Revenue Service or the State of California.

3. ESCROW.

A. Opening of Escrow. Buyer has opened an escrow at the offices of Escrow 321. The principal office of the Escrow Holder for purposes of this Agreement is 4000 Barranca Parkway, Suite 155, Irvine, California 92604, Attention: Morgan Beck, Escrow Officer, Telephone: (949) 401-4781, Email: morgan@escrow321.com. Upon mutual execution of this Agreement, Buyer and Seller shall deliver a fully executed copy of this Agreement to Escrow Holder.

B. Closing Date. Escrow shall close within thirty (30) days, or less, after satisfaction of the Condition to Closing set forth in Section 4 B (i). For purposes of this Agreement, the closing date ("Closing Date") shall mean the date on which a grant deed conveying the Property to Buyer is recorded in the Los Angeles County Recorder's Office.

C. The title company and title officer are: Blake Uradomo, SoCal Title Company, 8213 White Oak Avenue, Rancho Cucamonga, CA 91730, Telephone (909) 808-4310, Email: blake@sctitle.com

4. CONDITIONS TO CLOSING.

A. Buyer's Conditions to Closing. Close of Escrow and Buyer's obligation to purchase the Property pursuant to this Agreement are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Title. Buyer acknowledges receipt of a preliminary title report prepared by Escrow Holder for the Property ("Title Report"). Buyer shall acquire the Property subject to all exceptions described in the Title Report, together with all non-delinquent real property taxes and assessments to be assessed against the Property ("Approved Exceptions"). At the Closing, Seller shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(ii) Delivery of Deed. Seller shall have executed and deposited into Escrow, for delivery to Buyer, the Grant Deed attached hereto as Exhibit B.

B. Seller's Condition to Closing. Close of Escrow and Seller's obligation to sell the Property to Buyer pursuant to this Agreement, are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Authorization to Sell. Prior to the Closing, Seller shall have obtained any and all authorizations and approvals necessary to sell the Property to Buyer on the terms and conditions set forth herein.

(ii) No Default. Buyer shall not be in material default of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver the Purchase Price into escrow on or before the Closing Date. If the conditions above have not been satisfied or waived by Seller at or before the Closing Date through no fault of Seller, then Seller may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement.

5. REPRESENTATIONS AND WARRANTIES.

A. Buyer hereby represents and warrants to Seller that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

B. Except as provided in Section 4 B (i) above, Seller hereby represents and warrants to Buyer that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

C. Except as disclosed on those reports set forth on Exhibit C attached hereto (collectively, "Environmental Reports"), if any, Seller hereby represents and warrants that (i) Seller has not released any Hazardous Materials on the Property, (ii) Seller has no actual knowledge of any release of Hazardous Materials (as defined below) on the Property, and (iii) Seller has not received any notice of any violation of any law, ordinance, rule, regulation or order of any governmental authority pertaining to the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all of those materials, substances, wastes, pollutants, contaminants, byproducts, or constituents which have been determined to be injurious to health or the environment, including without limitation those designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, and any other materials, substances, wastes, pollutants, contaminants, by-products or constituents requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

D. Seller hereby represents and warrants to Buyer that (i) there are no leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and (ii) there are no liens or claims against the Property other than the Approved Exceptions.

E. Seller hereby represents and warrants to Buyer that during the term of this Agreement Seller shall not, without Buyer's prior written approval, enter into any other contracts which will not be terminated on or before Closing.

F. Seller hereby represents and warrants to Buyer that as part of the conveyance of the Property to Buyer, Seller also conveys the water rights, if any, and well ownership associated with and for the two (2) water wells on the Property.

6. CONDITION OF PROPERTY

The Property shall be conveyed from the Seller to the Buyer on an "AS IS" condition and basis with all faults and the Buyer agrees that the Seller has no obligation to make modifications, replacements or improvements thereto. Except as otherwise expressly and specifically provided in this Agreement and without limiting the generality of the foregoing, THE SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO (i) THE VALUE OF THE PROPERTY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE HABITABILITY, MARKETABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OF THE PROPERTY; (iv) THE MANNER, QUALITY, STATE OF REPAIR OR CONDITION OF THE PROPERTY; (v) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (vi) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS EXCEPT AS SET FORTH IN SECTION 6.1; (vii) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER OR ADJACENT TO THE PROPERTY EXCEPT AS SET FORTH IN SECTION 6.1; (viii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (ix) WITH RESPECT TO ANY OTHER MATTER, THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE SELLER.

The waivers by the Buyer herein shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

6.1 Environmental Condition of the Property. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of Hazardous Substances has come to be located on or beneath the real property to provide written notice of same to the buyer of real property. The Seller has disclosed to the Buyer the information contained in any environmental assessments and reports conducted on the Property.

7. CLOSING OF ESCROW.

A. Delivery of Documents and Payment. At or prior to Closing, Seller shall deposit into Escrow the executed Grant Deed in the form attached hereto as Exhibit B, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property and subject only to the Approved Exceptions. At or prior to Closing, Buyer and Seller shall have each deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Seller the Purchase Price, when (1) Escrow Holder holds, and is able to record, the Grant Deed, (2) Escrow Holder is prepared to issue to Buyer the Title Policy as provided in Section 7B below, and (3) the conditions specified in Section 4 have been satisfied or waived. At or prior to Closing, each party shall deliver to the other party documents reasonably required by the other party to establish the authority of such party to enter into and close the transaction contemplated hereby and to complete and evidence the acquisition of the Property contemplated hereby, including without limitation, a closing statement and a W-9 form and such other documents as are reasonably necessary or appropriate to satisfy applicable federal requirements for the reporting of real estate transactions.

B. Title Insurance. At the Close of Escrow, Buyer shall obtain from Escrow Holder a standard coverage American Land Title Association (“ALTA”) owner’s form policy of title insurance in the amount of the Purchase Price insuring title to the Property in the name of Buyer subject only to the Approved Exceptions and the standard printed exclusions from coverage of an ALTA standard title policy (“Title Policy”).

C. Recordation and Delivery. At the Closing, Escrow Holder shall (1) forward the Grant Deed to the recorder for recordation, and (2) deliver the Title Policy as provided in Section 7B, above.

D. 1031 Exchange. The Parties acknowledge that one or more of the individual owners of Seller Moynier Golf Course Property, LLC intends to complete the transaction and defer payment of capital gains tax pursuant to Section 1031 of the Internal Revenue Code. The Parties agree to reasonably cooperate with any requirements of Escrow Officer or an intermediary exchange company in order to effectuate this term at the closing.

8. BROKERS. Buyer hereby represents that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment on Buyer’s behalf in connection with this Agreement. Seller hereby represents that they are represented by Avison Young – Southern California, Ltd., a California Corporation, and that Seller shall compensate their Broker(s) in accordance with a separate agreement between Seller and Broker(s). Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

9. FIRPTA. Seller warrants that it is not a foreign person or entity as defined in the Foreign Investors Real Property Tax Act and prior to the close of escrow Seller will deposit an affidavit certifying same. Escrow Holder's duties pertaining to these provisions are limited to the receipt from Seller of such affidavit prior to the close of escrow and delivery to Buyer of such affidavit at the close of escrow.

10. GOVERNING LAW/VENUE. This Agreement shall be construed and enforced in accordance with the applicable laws of the State of California and venue shall be Los Angeles County.

11. PROPERTY TAXES. Buyer shall be responsible for any property or other taxes, if any, assessed against the Property to the extent attributable to the period on or after the Closing. Seller shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period prior to the Close of Escrow.

12. CLOSING COSTS. Buyer and Seller shall split equally the documentary transfer taxes, customary escrow fee and charges and recordation fees and the cost of the Title Policy. Any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer. Tenant rental payments, real property taxes and assessments (if any), utility and other operating costs of the Property shall be prorated at Closing. Each party shall pay its own attorney's fees.

13. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by national overnight courier service, sent by facsimile transmission, if also sent by one of the other methods provided in this Section, or sent by registered or certified mail, first class postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice, (ii) the date of the facsimile transmission, or (iii) three (3) business days after the date of posting with the United States Postal Service at the following addresses:

To Buyer: Joshua Nelson, City Manager
15625 Mayor Dave Way
Suite 100
City of Industry, California 91744

To Seller: Moynier Golf Course Property, LLC, Bead Golf Course Properties, LLC,
Larsen Family Trust, dated January 22, 1992, Edmund and Marguerite Airey
Trust, Juan Carlos Lopez, as Successor Trustee of the Mary K. Airey 2019
Revocable Trust, dated September 27, 2019 Matthew E. Airey and Christy A.
Airey, as Trustees of the Airey Revocable Living Trust dated March 13, 2017,
and Regina Marie Airey, as Trustee of the Regina Airey Trust dated February
15, 2018

with a copies to: James M. Casso
Casso & Sparks, LLP
13300 Crossroads Parkway North
Suite 410
City of Industry, CA 91746

Curtis Holdsworth, Esq.
Bartko Pavia
11835 W. Olympic Blvd., Ste. 1000
Los Angeles, CA 90064

Any party to this Agreement may change its address for receipt of notices by giving notice of such change to the other party in the manner set forth in this Section. Neither the rejection of a notice by the addressee or the inability to deliver a notice because of a change of address for which no change of address notice was received, shall affect the date on which such notice is deemed received.

14. RECEIPT OF PROPERTY DOCUMENTS. Buyer acknowledges that it has received and had the opportunity to review the following documents:

(i) The Title Report;

15. MISCELLANEOUS.

A. Time. Time is of the essence of this Agreement with respect to each and every provision hereof in which time is a factor.

B. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understandings between the parties. No change in, modification of or amendment to this Agreement shall be valid unless set forth in writing and signed by all of the parties subsequent to the execution of this Agreement.

C. Further Assurances. Each of the parties agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the Closing Date, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

D. Successors. Subject to the provisions of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, representatives, successors and assigns.

E. Severability. In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall be effective only to the extent of such determination and shall not prohibit or otherwise render ineffective any other provision of this Agreement.

F. Exhibits. References herein to exhibits are to Exhibit A, Exhibit B, and Exhibit C attached hereto, which exhibits are hereby incorporated by reference.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first written above.

**BUYER
CITY OF INDUSTRY**

By: _____
Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

By: _____
James M. Casso, City Attorney

SELLER

Moynier Golf Course Property, LLC

By: _____
Bead Golf Course Properties, LLC

By: _____
Larsen Family Trust, dated January 22, 1992

By: _____
Juan Carlos Lopez, as Successor Trustee of the Mary K. Airey 2019 Revocable Trust, dated September 27, 2019

By: _____
Matthew E. Airey and Christy A. Airey, as Trustees of the Airey Revocable Living Trust dated March 13, 2017, and

By: _____
Regina Marie Airey, as Trustee of the Regina Airey Trust dated February 15, 2018

LIST OF EXHIBITS

Exhibit "A"	Legal Description of the Property
Exhibit "B"	Form of Grant Deed
Exhibit "C"	Environmental Reports, if any

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the Unincorporated Area of the County of Los Angeles, State of California, together with all appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto, and together with any improvements and fixtures located thereon (if applicable), more particularly described as follows:

Parcel One:

Parcel 2, as shown on Certificate of Compliance No. 101,391 as evidenced by Document recorded December 21, 1995 as Instrument No. 1995-2028455 of Official Records, being more particularly described as follows:

Being that portion of Lot 5, PARCEL "A", in the unincorporated territory of the County of Los Angeles, State of California, as shown on Partition Map in Case No. 72721, new probate of the Superior Court of said County, said lot being in that portion of the 33.05 acre allotment to JESUS YBARRA, in the Rancho DE LA BREA, as shown on the Partition Map filed with the report of the referees in Case No. 2168, of the District Court of the 17th Judicial District of said County, described as follows:

Beginning at the Southeasterly corner of Parcel 6 of PARCEL MAP NO. 268, as shown on the Map filed in Book 231, Pages 31 through 34, inclusive, of Parcel Maps, in the Office of the County Recorder of Los Angeles County, said corner also being the Northeasterly corner of said Lot 5, PARCEL "A"; thence South 74° 58' 55" West 85.21 feet along the Southerly line of said Parcel 6, thence leaving said Southerly line South 35° 10' 05" East 422.41 feet, said course being parallel with the Easterly line of said Lot 5, PARCEL "A", to a point on the Northerly line of the San Pedro, Los Angeles and Salt Lake Railroad Company right-of-way, 100 feet wide, as described in the Deed as recorded in Book 1505, Page 84 of Deeds of said County, said point being on a curve concave Northerly having a radius of 2814.90 feet, a radial line through said point bears South 04° 09' 45" East; thence Easterly 92.44 feet along said curve and said right-of-way through a central angle of 01° 52' 54" to the Southeasterly corner of said Lot 5, PARCEL "A"; thence North 35° 10' 05" West 439.37 feet along the Easterly line of said Lot 5, Parcel A, to the point of beginning.

EXHIBIT “B”

FORM OF GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Industry
15625 Mayor Dave Way, Suite 100
City of Industry, California 91744
Attention: Julie Gutierrez-Robles, City Clerk

[The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383]

GRANT DEED

Documentary Transfer Tax: \$ _____

THE UNDERSIGNED GRANTOR DECLARES:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the Moynier Golf Course Property, LLC, Bead Golf Course Properties, LLC, Larsen Family Trust, dated January 22, 1992, Juan Carlos Lopez, as Successor Trustee of the Mary K. Airey 2019 Revocable Trust, dated September 27, 2019 Matthew E. Airey and Christy A. Airey, as Trustees of the Airey Revocable Living Trust dated March 13, 2017, and Regina Marie Airey, as Trustee of the Regina Airey Trust dated February 15, 2018 (collectively, the “**Grantor**”), hereby grants to the **City of Industry**, a municipal corporation, (the “**Grantee**”), that certain real property described in Exhibit A attached hereto (the “**Site**”) and incorporated herein by this reference, together with all of Grantor’s right title and interest in and to all easements, privileges and rights appurtenant to the Site.

This Grant Deed of the Site is subject to the provisions of a Purchase and Sale Agreement and Joint Escrow Instructions (the “**Agreement**”) entered into by and between the Grantor and Grantee dated as of January __, 2026, the terms of which are incorporated herein by reference. A copy of the Agreement is available for public inspection at the offices of the Grantee located at 15625 Mayor Dave Way, Suite 100, City of Industry, California 91744. The Site is conveyed further subject to all easements, rights of way, covenants, conditions, restrictions, reservations and all other matters of record, and the following conditions, covenants and agreements.

1. Subject to the Agreement, the Site as described in Exhibit A is conveyed subject to the condition that the Grantee covenants and agrees for itself, and its successors and its assigns, that the Grantee, such successors, and such assignees shall use the Site, and every part thereof, only for the construction of certain improvements thereon as described in the Agreement and thereafter for any use allowed under applicable law.

2. All deeds, leases or contracts entered into with respect to the Property shall contain or be subject to substantially the following nondiscrimination/nonsegregation clauses:

(a) During Grantee's performance of the Agreement, it shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS), or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, the Purchaser agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

3. All covenants and agreements contained in this Grant Deed shall run with the land and shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of the Grantor and for the entire period during which the covenants shall be in force and effect as provided in the Agreement, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies provided herein or otherwise available, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successors and assigns.

4. The covenants contained in Paragraphs 2 of this Grant Deed shall remain in effect in perpetuity except as otherwise expressly set forth therein.

5. This Grant Deed may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant Deed to be executed and notarized as of this ____ day of _____, 2026.

GRANTOR:

Moynier Golf Course Property, LLC, Bead Golf Course Properties, LLC, Larsen Family Trust, dated January 22, 1992, Juan Carlos Lopez, as Successor Trustee of the Mary K. Airey 2019 Revocable Trust, dated September 27, 2019 Matthew E. Airey and Christy A. Airey, as Trustees of the Airey Revocable Living Trust dated March 13, 2017, and Regina Marie Airey, as Trustee of the Regina Airey Trust dated February 15, 2018

By: _____
XXXXXXX

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "C"
ENVIRONMENTAL REPORTS

EXHIBIT 2

Notice of Exemption

[Attached]

NOTICE OF EXEMPTION

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

From: City of Industry
15625 Mayor Dave Way, Suite 100
City of Industry, CA 91744

Project Title: Purchase and Sale Agreement and Joint Escrow Instructions for Property at 19722 Business Parkway, Rowland Heights

Project Location - Specific: 19722 Business Parkway, Rowland Heights, CA 91789

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

Description of Project: The project consists of the adoption of a Resolution of the City Council of the City of Industry approving the Purchase and Sale Agreement and Joint Escrow Instructions between the Moynier Golf Course Property, LLC, Bead Golf Course Properties, LLC, Larsen Family Trust, dated January 22, 1992, , Juan Carlos Lopez, as Successor Trustee of the Mary K. Airey 2019 Revocable Trust, dated September 27, 2019, Matthew E. Airey and Christy A. Airey, as Trustees of the Airey Revocable Living Trust dated March 13, 2017, and Regina Marie Airey, as Trustee of the Regina Airey Trust dated February 15, 2018, and the City of Industry for property at 19722 Business Parkway, Rowland Heights, and adopting a Notice of Exemption regarding same

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

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

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15061 Class (b)(3)
- Statutory Exemptions. *State code number:*

Reasons why project is exempt: Pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Adoption of the resolution does not have any effect on the environment, as it does not approve any development, and all future development projects will undergo the requisite level of review under CEQA.

Lead Agency

Contact Person: Bing Hyun

Telephone: (626) 333-2211

Signature: _____

Date: _____

Title: Assistant City Manager