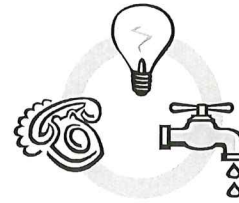


INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY



REGULAR MEETING AGENDA
FEBRUARY 14, 2019 8:30 A.M.

President Mark D. Radecki
Commissioner Abraham N. Cruz
Commissioner Catherine Marcucci
Commissioner Cory C. Moss
Commissioner Newell W. Ruggles



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

Addressing the Commission:

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

Americans with Disabilities Act:

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

Agendas and other writings:

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

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

5. **BOARD MATTERS**

- 5.1 Consideration of the Register of Demands for January 24, 2019 and February 14, 2019

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

- 5.2 Consideration of the minutes of October 20, 2016 regular meeting, October 27, 2016 special meeting, January 12, 2017 special meeting, January 23, 2017 special meeting, March 16, 2017 regular meeting, June 8, 2017 special meeting, July 13, 2017 special meeting, August 24, 2017 special meeting, September 21, 2017 regular meeting, September 28, 2017 special meeting, November 9, 2017 special meeting, December 14, 2017 special meeting, April 12, 2018 regular meeting, May 10, 2018 regular meeting, June 14, 2018 regular meeting, June 28, 2018 joint special meeting, and January 10, 2019 regular meeting.

RECOMMENDED ACTION: Approve as submitted.

- 5.3 Consideration of a Supplemental Wireline Crossing Agreement with the Union Pacific Railroad Company for an underground distribution wireline in conjunction with the Industry Business Center project. (IBC-0384/MP 99-31 #16)

RECOMMENDED ACTION: Approve the Agreement.

- 5.4 Presentation of the Water Operations Quarterly Report

RECOMMENDED ACTION: Receive and file report.

6. Adjournment. Next regular meeting: Thursday, March 14, 2019 at 8:30 a.m.

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.1

INDUSTRY PUBLIC UTILITIES COMMISSION

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting January 24, 2019

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
161	IPUC - ELECTRIC	356,733.56

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFBK	IPUC ELECTRIC WELLS FARGO CHK	356,733.56

APPROVED PER CITY MANAGER

**Industry Public Utilities Commission
Board Meeting
January 24, 2019**

Check	Date			Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK					
10000	01/07/2019			CALPINE ENERGY SOLUTIONS, LLC	\$155,157.86
	Invoice	Date	Description	Amount	
	183650010061726	01/07/2019	WHOLESALE USE-NOV 2018	\$155,157.86	
10001	01/08/2019			FRONTIER	\$578.64
	Invoice	Date	Description	Amount	
	2019-00000833	12/19/2018	12/19-01/18/19 SVC - EM-21438 BAKER PKWY BLDG 25	\$51.78	
	2020-00000001	12/19/2018	12/19-01/18/19 SVC - EM-21415 BAKER PKWY	\$51.78	
	2019-00000834	12/19/2018	12/19-01/18/19 SVC - GS-21660 VALLEY BLVD	\$44.42	
	2020-00000002	12/22/2018	12/22-01/21/19 SVC - GS-21858 VALLEY BLVD	\$54.46	
	2019-00000835	12/22/2018	12/22-01/21/19 SVC - EM-21733 BAKER PKWY BLDG 21	\$51.78	
	2019-00000836	12/28/2018	12/28-01/27/19 SVC - EM-21700 BAKER PKWY BLDG 23	\$51.78	
	2019-00000837	12/28/2018	12/28-01/27/19 SVC - EM-21912 GARCIA LN-ALARM	\$66.73	
	2019-00000838	12/28/2018	12/28-01/27/19 SVC - EM-179 S. GRAND AVE	\$38.22	
	2019-00000839	12/25/2018	12/25-01/24/19 SVC - EM-21760 GARCIA LN	\$66.73	
	2019-00000840	12/25/2018	12/25-01/24/19 SVC - EM-21535 BAKER PKWY BLDG 20	\$51.78	
	2019-00000841	12/16/2018	12/16-01/15/19 SVC - GS-208 OLD RANCH RD	\$49.18	
10002	01/08/2019			INDUSTRY PUBLIC UTILITY COMMISSI	\$4,753.28
	Invoice	Date	Description	Amount	
	2019-00000843	12/17/2018	11/10-12/10/18 SVC - 600 BREA CYN RD	\$4,753.28	
10003	01/08/2019			SO CALIFORNIA EDISON COMPANY	\$85.20
	Invoice	Date	Description	Amount	
	2019-00000842	12/26/2018	11/01-12/21/18 SVC - 600 S BREA CYN RD	\$85.20	
10004	01/08/2019			SO CALIFORNIA EDISON COMPANY	\$11,505.74

**Industry Public Utilities Commission
Board Meeting
January 24, 2019**

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
	Invoice	Date	Description	Amount
	7500959713	12/19/2018	11/01-11/30/18 SVC - 133 N. AZUSA AVE	\$1,860.71
	7500959714	12/19/2018	11/01-11/30/18 SVC - 208 S. WADDINGHAM WAY	\$8,266.71
	7500959703	12/19/2018	11/01-11/30/18 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46
	7500959978	12/20/2018	09/01-09/30/18 SVC - RELIABILITY SVC	\$350.86
10005	01/10/2019		SHELL ENERGY NORTH AMERICA-US	\$90,900.00
	Invoice	Date	Description	Amount
	2124609	01/04/2019	CAPACITY FOR DEC 2018	\$10,500.00
	2124610	01/04/2019	WHOLESALE USE-DEC 2018	\$80,400.00
10006	01/16/2019		AT & T	\$176.00
	Invoice	Date	Description	Amount
	0956325403	12/23/2018	11/19-12/18/18 SVC - METROLINK	\$176.00
10007	01/16/2019		AT & T	\$225.00
	Invoice	Date	Description	Amount
	8965544168	01/01/2019	01/01-01/31/19 SVC - METROLINK TELECOM BLDG	\$225.00
10008	01/16/2019		AT & T	\$303.88
	Invoice	Date	Description	Amount
	3106604655	01/01/2019	01/01-01/31/19 SVC - METROLINK T1 CIRCUIT	\$303.88
10009	01/16/2019		FRONTIER	\$1,169.60
	Invoice	Date	Description	Amount
	2019-00000948	01/01/2019	01/01-01/31/19 SVC - GS-21650 VALLEY BLVD	\$51.76
	2019-00000949	01/01/2019	01/01-01/31/19 SVC - GS-21700 VALLEY BLVD	\$54.44

**Industry Public Utilities Commission
Board Meeting
January 24, 2019**

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
	2019-00000950	01/01/2019	01/01-01/31/19 SVC - VARIOUS GENERATOR SITES	\$1,063.40
10010	01/16/2019		SO CALIFORNIA EDISON COMPANY	\$1,120.72
	Invoice	Date	Description	Amount
	2019-00000951	01/03/2019	12/01/18-01/01/19 SVC - 600 BREA CYN RD	\$475.78
	2019-00000952	01/04/2019	11/01/18-01/01/19 SVC - VARIOUS SITES-INTERCONNEC	\$644.94
10011	01/24/2019		APPLIED METERING TECHNOLOGIES	\$4,064.95
	Invoice	Date	Description	Amount
	6079	12/28/2018	UTILITY OPERATIONS-DEC 2018	\$4,064.95
10012	01/24/2019		CNC ENGINEERING	\$31,740.00
	Invoice	Date	Description	Amount
	457988	01/10/2019	METROLINK-PARKING LOT SOLAR SYSTEM	\$330.00
	458013	01/10/2019	IBC-EAST SIDE STREET LIGHTS	\$1,715.00
	458014	01/10/2019	CITY ELECTRICAL FACILITIES	\$29,695.00
10013	01/24/2019		ENCO UTILITY SERVICES	\$2,500.00
	Invoice	Date	Description	Amount
	20-3-03-48	12/04/2018	CUSTOMER ACCOUNT SVC-NOV 2018	\$2,500.00
10014	01/24/2019		INTERTIE	\$43,252.50
	Invoice	Date	Description	Amount
	1706	10/04/2016	ENERGY CONSULTING 6/23/16-8/31/16	\$35,475.00
	1708	11/16/2016	LATE FEE (10%) ON INVOICE #1706	\$3,547.50
	1710-BALANCE	12/02/2016	ENERGY CONSULTING 9/1/16-11/28/16	\$2,350.00
	1712	01/10/2017	LATE FEE (10%) ON INVOICE #1710	\$1,880.00

**Industry Public Utilities Commission
Board Meeting
January 24, 2019**

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
10015	01/24/2019		PATRIOT ENVIRONMENTAL SERVICES	\$4,326.00
	Invoice	Date	Description	Amount
	03-18-01094-1	07/23/2018	WEED ABATEMENT-WADDINGHAM & FERRERO PKY	\$4,326.00
10016	01/24/2019		TPX COMMUNICATIONS	\$3,104.52
	Invoice	Date	Description	Amount
	111307805-0	12/23/2018	INTERNET SVC-SUBSTATION/METRO	\$3,104.52
10017	01/24/2019		TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount
	100000530	01/01/2019	MAINT SVC-METRO SOLAR	\$1,726.67
10018	01/24/2019		UNDERGROUND SERVICE ALERT OF S	\$43.00
	Invoice	Date	Description	Amount
	1220180157	01/01/2019	DIG ALERTS	\$43.00

Checks	Status	Count	Transaction Amount
	Total	19	\$356,733.56

INDUSTRY PUBLIC UTILITIES COMMISSION

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting February 14, 2019

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
161	IPUC ELECTRIC FUND	838,766.41
560	IPUC WATER FUND	25,194.53
TOTAL ALL FUNDS		863,960.94

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPUC.CHK	IPUC WATER BOFA CKING	25,194.53
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	404,999.42
CITYELEC	CITY ELECTRIC BOFA CKING	433,766.99
TOTAL ALL BANKS		863,960.94

APPROVED PER CITY MANAGER

Industry Public Utilities Commission
Bank of America
February 14, 2019

Check	Date		Payee Name	Check Amount
IPUC.CHK - IPUC Water BofA Checking				
40404	01/16/2019		L A COUNTY TAX COLLECTOR	\$7,857.90
	Invoice	Date	Description	Amount
	8920 851 457 18	01/01/2019	PROP TAX FY 18/19 - WATER DIST. SYSTEM	\$3,817.61
	8920 851 456 18	01/01/2019	PROP TAX FY 18/19 - WATER DIST. SYSTEM	\$3,360.12
	8920 851 458 18	01/01/2019	PROP TAX FY 18/19 - WATER DIST. SYSTEM	\$75.04
	8920 851 459 18	01/01/2019	PROP TAX FY 18/19 - WATER DIST. SYSTEM	\$605.13
40405	01/16/2019		SO CALIFORNIA EDISON COMPANY	\$8,644.96
	Invoice	Date	Description	Amount
	2019-00000946	01/04/2019	11/29-12/31/18 SVC - 1991 WORKMAN MILL U	\$8,644.96
40406	02/14/2019		INDUSTRY PUBLIC UTILITIES COMMIS	\$1,500.00
	Invoice	Date	Description	Amount
	JAN-19	01/31/2019	REIMBURSE PAYROLL - JANUARY 2019	\$1,500.00
40407	02/14/2019		ROWLAND WATER DISTRICT	\$7,191.67
	Invoice	Date	Description	Amount
	I-12312018-A	01/30/2019	CONTRACT SVC - DECEMBER 2018	\$1,618.95
	I-12312018-B	01/17/2019	CONTRACT SVC - DECEMBER 2018	\$5,572.72

Checks	Status	Count	Transaction Amount
	Total	4	\$25,194.53

Industry Public Utilities Commission
Bank of America - Electric
February 14, 2019

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

1463	12/12/2018		INDUSTRY PUBLIC UTILITIES	\$300,000.00
	Invoice	Date	Description	Amount
	12/12/18	12/12/2018	TRANSFER FUNDS TO WELLS FARGO ELECTRIC	\$300,000.00
1464	12/10/2018		CITY OF INDUSTRY	\$133,766.99
	Invoice	Date	Description	Amount
	12/10/18	12/12/2018	TRANSFER FUNDS-ELECTRIC REG 12/20/18	\$133,766.99

Checks	Status	Count	Transaction Amount
		Total	2
			\$433,766.99

**Industry Public Utilities Commission
Wells Fargo Wire Transfer
February 14, 2019**

Check	Date	Payee Name	Check Amount
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IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK

WT2000	01/09/2019		\$57,944.99
	Invoice	Date	Amount
	1/9/2019	01/09/2019	\$57,944.99

CITY OF INDUSTRY

Check	Status	Count	Transaction Amount
	Total	1	\$57,944.99

Industry Public Utilities Commission
Wells Fargo
February 14, 2019

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
10019	01/22/2019		CALIFORNIA DEPT OF TAX AND FEE A	\$2,884.70
	Invoice	Date	Description	Amount
	2418	01/22/2019	ENERGY SURCHARGE TAX: OCT-DEC 2018 ACCT 31-00	\$2,884.70
10020	01/25/2019		SO CALIFORNIA EDISON COMPANY	\$41,816.44
	Invoice	Date	Description	Amount
	2019-00000989	01/09/2019	11/01/18-01/01/19 SVC - 208 S. WADDINGHAM WAY	\$41,816.44
10021	01/25/2019		SOCALGAS	\$50.00
	Invoice	Date	Description	Amount
	2019-00000990	01/09/2019	12/01-01/01/19 SVC - 1 INDUSTRY HILLS PKWY UNIT B	\$50.00
10022	01/31/2019		CALPINE ENERGY SOLUTIONS, LLC	\$158,101.18
	Invoice	Date	Description	Amount
	190240010163363	01/24/2019	WHOLESALE USE-DEC 2018	\$158,101.18
10023	01/31/2019		FRONTIER	\$747.35
	Invoice	Date	Description	Amount
	2019-00000995	01/04/2019	01/04-02/03/19 SVC - GS-21620 VALLEY BLVD	\$54.44
	2019-00000996	01/04/2019	01/04-02/03/19 SVC - EM-21858 GARCIA LN-ALARM	\$67.91
	2019-00000997	01/07/2019	01/07-02/06/19 SVC - GS-408 BREA CYN RD	\$27.85
	2019-00000998	01/10/2019	01/10-02/09/19 SVC - 600 BREA CYN RD	\$224.78
	2019-00000999	01/10/2019	01/10-02/09/19 SVC - GS-747 S. ANAHEIM PUENTE RD	\$151.77
	2019-00001000	01/10/2019	01/10-02/09/19 SVC - EM-21508 BAKER PKWY BLDG 22	\$51.76
	2019-00001001	01/10/2019	01/10-02/09/19 SVC - GS-21640 VALLEY BLVD	\$51.76
	2019-00001002	01/10/2019	01/10-02/09/19 SVC - EM-21808 GARCIA LN-ALARM	\$67.91
	2019-00001003	01/16/2019	01/16-02/15/19 SVC - GS-208 OLD RANCH RD	\$49.17

**Industry Public Utilities Commission
Wells Fargo
February 14, 2019**

Check	Date			Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK					
10024	01/31/2019			INDUSTRY PUBLIC UTILITY COMMISSI	\$4,348.19
	Invoice	Date	Description	Amount	
	2019-00001004	01/17/2019	12/10-01/10/19 SVC - 600 BREA CYN RD	\$4,348.19	
10025	01/31/2019			SO CALIFORNIA EDISON COMPANY	\$11,154.88
	Invoice	Date	Description	Amount	
	7500950483	10/18/2018	09/01-09/30/18 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46	
	7500950493	10/18/2018	09/01-09/30/18 SVC - 133 N. AZUSA AVE	\$1,860.71	
	7500950494	10/18/2018	09/01-09/30/18 SVC - 208 S. WADDINGHAM WAY	\$8,266.71	
10026	02/05/2019			AT & T	\$176.00
	Invoice	Date	Description	Amount	
	7919385408	01/23/2019	12/19-01/18/19 SVC - METROLINK	\$176.00	
10027	02/05/2019			FRONTIER	\$254.13
	Invoice	Date	Description	Amount	
	2019-00001048	01/19/2019	01/19-02/18/19 SVC - GS-21660 VALLEY BLVD	\$44.41	
	2019-00001049	01/19/2019	01/19-02/18/19 SVC - EM-21438 BAKER PKWY BLDG 25	\$51.76	
	2019-00001050	01/19/2019	01/19-02/18/19 SVC - EM-21415 BAKER PKWY	\$51.76	
	2019-00001051	01/22/2019	01/22-02/21/19 SVC - EM-21733 BAKER PKWY BLDG 21	\$51.76	
	2019-00001052	01/22/2019	01/22-02/21/19 SVC - GS-21858 VALLEY BLVD	\$54.44	
10028	02/05/2019			SO CALIFORNIA EDISON COMPANY	\$84.28
	Invoice	Date	Description	Amount	
	2019-00001053	01/25/2019	12/01-01/23/19 SVC - 600 S BREA CYN RD	\$84.28	

**Industry Public Utilities Commission
Wells Fargo
February 14, 2019**

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
10029	02/14/2019		APPLIED METERING TECHNOLOGIES	\$2,980.00
	Invoice	Date	Description	Amount
	6091	01/24/2019	UTILITY OPERATIONS-JAN 2019	\$2,980.00
10030	02/14/2019		ASTRUM UTILITY SERVICES, LLC	\$14,000.00
	Invoice	Date	Description	Amount
	011901	02/01/2019	CONSULTING SVC FOR IPUC-JAN 2019	\$14,000.00
10031	02/14/2019		BUTSKO UTILITY DESIGN INC.	\$62,587.50
	Invoice	Date	Description	Amount
	110964	12/28/2018	UTILITY ENGINEERING SVC	\$31,232.50
	110966	12/28/2018	UTILITY ENGINEERING SVC	\$31,355.00
10032	02/14/2019		CNC ENGINEERING	\$33,438.75
	Invoice	Date	Description	Amount
	458032	01/31/2019	IBC EAST SIDE STREET LIGHTS	\$95.00
	458033	01/31/2019	CITY ELECTRICAL FACILITIES	\$32,683.75
	458075	01/31/2019	METROLINK OPERATION-PAKING LOT SOLAR SYSTEM	\$660.00
10033	02/14/2019		ENCO UTILITY SERVICES	\$2,500.00
	Invoice	Date	Description	Amount
	20-3-03-49	01/09/2019	CUSTOMER ACCOUNT-DEC 2018	\$2,500.00
10034	02/14/2019		TPX COMMUNICATIONS	\$2,926.92
	Invoice	Date	Description	Amount
	112394049-0	01/23/2019	INTERNET SVC-SYBSTATION/METROLINK	\$2,926.92

Industry Public Utilities Commission
Wells Fargo
February 14, 2019

Check	Date	Payee Name		Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
10035	02/14/2019	WALTERS WHOLESALE ELECTRIC CO		\$9,004.11
	Invoice	Date	Description	Amount
	S112252048.001	01/22/2019	ELECTRICAL SUPPLIES-METRO SOLAR	\$353.61
	S112112401.001	01/23/2019	ELECTRICAL SUPPLIES-METRO SOLAR	\$8,650.50

Checks	Status	Count	Transaction Amount
	Total	17	\$347,054.43

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.2

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 20, 2016
PAGE 1

CALL TO ORDER

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

ROLL CALL

PRESENT: Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Cory C. Moss, Commissioner
Newell W. Ruggles, Commissioner

ABSENT: Roy Haber, Commissioner

STAFF PRESENT: Paul J. Philips, Public Utilities Director; James M. Casso, General Counsel; Susan Paragas, City Controller; and Diane M. Schlichting, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF THE REGISTER OF DEMANDS

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER CRUZ TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	HABER
ABSTAIN:	COMMISSIONERS:	NONE

CONSIDERATION OF THE THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND TRIMARK ASSOCIATES TO PROVIDE DATA ACQUISITION SYSTEM, MET STATION AND REVENUE METER SERVICES

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 20, 2016
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**FOR THE METROLINK SOLAR AND ELECTRICAL VEHICLE CHARGING FACILITY
FOR A THREE YEAR RENEWAL AND BUDGET OF \$63,886.67**

Project Manager Tim Kolset from the Cordoba Corporation provided a staff report and was available to answer questions.

MOTION BY COMMISSIONER CRUZ, AND SECOND BY COMMISSIONER RUGGLES TO RECOMMEND THAT THE CITY COUNCIL CONSIDER AND APPROVE THE THIRD AMENDMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	HABER
ABSTAIN:	COMMISSIONERS:	NONE

**CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR SOLICITATION OF
PUBLIC BIDS FOR CONTRACT NO. CITY-1430, 2016-2017 INDUSTRY BUSINESS
CENTER EAST SIDE STREET LIGHT AND CABLING PLAN, FOR AN ESTIMATED
COST OF \$1,090,000.00**

Project Manager Tim Kolset from the Cordoba Corporation provided a staff report and was available to answer questions.

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER CRUZ TO RECOMMEND THAT THE CITY COUNCIL APPROVE THE PLANS AND SPECIFICATIONS, AND FOR THE CITY TO ADVERTISE FOR RECEIPT OF SEALED BIDS. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	HABER
ABSTAIN:	COMMISSIONERS:	NONE

**CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR SOLICITATION OF
PUBLIC BIDS FOR CONTRACT NO. CITY-1431, 2016-2017 GRAND CROSSING
SUBSTATION – PHASE 1, 2, 3 SUBSTRUCTURE AND CABLING, FOR AN
ESTIMATED COST OF \$605,000.00**

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 20, 2016
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MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER RUGGLES TO RECOMMEND THAT THE CITY COUNCIL APPROVE THE PLANS AND SPECIFICATIONS, AND FOR THE CITY TO ADVERTISE FOR RECEIPT OF SEALED BIDS. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	HABER
ABSTAIN:	COMMISSIONERS:	NONE

REPORT FROM THE GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT

General Manager Greg Galindo presented a report to the Commission.

MOTION BY COMMISSIONER RUGGLES, AND SECOND BY COMMISSIONER CRUZ TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	HABER
ABSTAIN:	COMMISSIONERS:	NONE

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 9:14 a.m.

MARK D. RADECKI
PRESIDENT

DIANE M. SCHLICHTING
ASSISTANT SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 27, 2016
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CALL TO ORDER

The Special Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Mark D. Radecki at 8:15 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Cory C. Moss, Commissioner
Newell W. Ruggles, Commissioner

ABSENT: Roy Haber, Commissioner

STAFF PRESENT: Paul J. Philips, Public Utilities Director; James M. Casso, General Counsel; Susan Paragas, City Controller; and Diane M. Schlichting, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF RECOMMENDATIONS REGARDING THE REQUEST FOR PROPOSALS FOR OPERATIONS AND MAINTENANCE (“O&M”) SERVICES OF THE CITY OF INDUSTRY METROLINK STATION 2 MWDC SOLAR CARPORT FACILITY LOCATED AT 600 SOUTH BREA CANYON ROAD, AND CONSIDERATION OF APPROVAL OF A MAINTENANCE SERVICES AGREEMENT WITH SST CONSTRUCTION, LLC, IN AN AMOUNT NOT-TO-EXCEED \$105,000.00, FROM OCTOBER 27, 2016 THROUGH OCTOBER 27, 2019

Senior Energy Advisor Angel Alvarez from the Cordoba Corporation provided a presentation and was available to answer questions.

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER RUGGLES TO RECOMMEND THAT THE CITY COUNCIL CONSIDER AND APPROVE THE AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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AYES: COMMISSIONERS: CRUZ, RUGGLES, MOSS, RADECKI
NOES: COMMISSIONERS: NONE
ABSENT: COMMISSIONERS: HABER
ABSTAIN: COMMISSIONERS: NONE

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:23 a.m.

MARK D. RADECKI
PRESIDENT

DIANE M. SCHLICHTING
ASSISTANT SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
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JANUARY 12, 2017
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CALL TO ORDER

The Special Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Mark D. Radecki at 8:32 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Cory C. Moss, Commissioner
Newell W. Ruggles, Commissioner

ABSENT: Roy Haber, Commissioner

STAFF PRESENT: Paul J. Philips, Public Utilities Director; James M. Casso, General Counsel; and Diane M. Schlichting, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION TO REJECT BIDS RECEIVED FOR THE INDUSTRY BUSINESS CENTER EAST SIDE STREETLIGHT AND CABLING PLAN

Project Manager Tim Kolset from the Cordoba Corporation provided a staff report to the Commission and was available to answer any questions.

MOTION BY COMMISSIONER RUGGLES, AND SECOND BY COMMISSIONER CRUZ TO RECOMMEND THAT THE CITY COUNCIL REJECT ALL BIDS. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	HABER
ABSTAIN:	COMMISSIONERS:	NONE

INDUSTRY PUBLIC UTILITIES COMMISSION
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**CONSIDERATION TO AUTHORIZE THE PUBLIC UTILITIES DIRECTOR TO
PROCURE RESOURCE ADEQUACY CAPACITY PRODUCTS ON BEHALF OF THE
CITY OF INDUSTRY IN AN AMOUNT NOT-TO-EXCEED \$250,000.00**

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER CRUZ TO
RECOMMEND THAT THE CITY COUNCIL AUTHORIZE THE PUBLIC UTILITIES
DIRECTOR TO PROCURE RESOURCE ADEQUACY CAPACITY PRODUCTS.
MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	HABER
ABSTAIN:	COMMISSIONERS:	NONE

ADJOURNMENT

There being no further business, the City Council adjourned at 8:38 a.m.

MARK D. RADECKI
PRESIDENT

DIANE M. SCHLICHTING
ASSISTANT SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 23, 2017
PAGE 1

CALL TO ORDER

The Special Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Mark D. Radecki at 9:04 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Cory C. Moss, Commissioner
Newell W. Ruggles, Commissioner

ABSENT: Roy Haber, Commissioner

STAFF PRESENT: Paul J. Philips, Public Utilities Director; Bianca Sparks, Assistant General Counsel; Susan Paragas, City Controller; and Diane M. Schlichting, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF THE REGISTER OF DEMANDS

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER RUGGLES TO RATIFY THE REGISTER OF DEMANDS. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	HABER
ABSTAIN:	COMMISSIONERS:	NONE

CONSIDERATION OF RECOMMENDATIONS REGARDING THE REQUEST TO PUBLISH AND RECEIVE PROPOSALS FOR OPERATIONS AND MAINTENANCE SERVICES OF THE INDUSTRY PUBLIC UTILITIES COMMISSION 66kV SUBSTATION LOCATED AT 208 WADDINGHAM WAY IN THE CITY OF INDUSTRY

INDUSTRY PUBLIC UTILITIES COMMISSION
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JANUARY 23, 2017
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Project Manager Tim Kolset from the Cordoba Corporation provided a staff report to the Commission and was available to answer any questions.

MOTION BY COMMISSIONER CRUZ, AND SECOND BY COMMISSIONER RUGGLES TO RECOMMEND THAT THE CITY COUNCIL APPROVE THE PUBLISHING AND RECEIPT OF PROPOSALS. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	HABER
ABSTAIN:	COMMISSIONERS:	NONE

UPDATE FROM THE DISTRICT PROJECT ENGINEER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT

General Manager Galindo presented a report to the Commission.

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 9:18 a.m.

MARK D. RADECKI
PRESIDENT

DIANE M. SCHLICHTING
ASSISTANT SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 16, 2017
PAGE 1

CALL TO ORDER

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

ROLL CALL

PRESENT: Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Cory C. Moss, Commissioner
Newell W. Ruggles, Commissioner

ABSENT: Roy Haber, Commissioner

STAFF PRESENT: Paul J. Philips, Public Utilities Director; James M. Casso, General Counsel; and Diane M. Schlichting, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF THE REGISTER OF DEMANDS

MOTION BY COMMISSIONER RUGGLES, AND SECOND BY COMMISSIONER MOSS TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	HABER
ABSTAIN:	COMMISSIONERS:	NONE

CONSIDERATION AND DISCUSSION OF THE SCOPE OF SERVICES AND PROPOSED BUDGET SUBMITTED BY THE CORDOBA CORPORATION

Senior Vice President Henry Martinez provided a staff report and was available for any questions.

INDUSTRY PUBLIC UTILITIES COMMISSION
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MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER CRUZ TO AUTHORIZE THE GENERAL COUNSEL AND PUBLIC UTILITIES DIRECTOR TO ENTER INTO A CONTRACT WITH THE CORDOBA CORPORATION. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	HABER
ABSTAIN:	COMMISSIONERS:	NONE

REPORT FROM THE GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT

General Manager Galindo presented a report to the Commission.

MOTION BY COMMISSIONER CRUZ, AND SECOND BY COMMISSIONER RUGGLES TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	HABER
ABSTAIN:	COMMISSIONERS:	NONE

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 9:16 a.m.

MARK D. RADECKI
PRESIDENT

DIANE M. SCHLICHTING
ASSISTANT SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 8, 2017
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CALL TO ORDER

The Special Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by Commissioner Cory C. Moss at 9:00 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Abraham N. Cruz, Commissioner
Roy Haber, Commissioner
Cory C. Moss, Commissioner
Newell W. Ruggles, Commissioner

ABSENT: Mark D. Radecki, President

STAFF PRESENT: Paul J. Philips, Public Utilities Director; James M. Casso, General Counsel; Alex Gonzalez, Director of Development Services and Administration; and Diane M. Schlichting, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF RESOLUTION NO. IPUC 2017-02 – A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, THE INDUSTRY PUBLIC FACILITIES AUTHORITY, AND THE INDUSTRY PUBLIC UTILITIES COMMISSION APPROVING AND ADOPTING THE CITY’S FISCAL YEAR 2017-18 PROPOSED OPERATING BUDGET AND FISCAL YEAR 2017-18 PROPOSED CAPITAL IMPROVEMENT PROGRAM BUDGET

MOTION BY COMMISSIONER RUGGLES, AND SECOND BY COMMISSIONER CRUZ TO ADOPT RESOLUTION NO. IPUC 2017-02. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	CRUZ, HABER, RUGGLES, MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	RADECKI
ABSTAIN:	COMMISSIONERS:	NONE

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 8, 2017
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ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 9:06 a.m.

CORY C. MOSS
COMMISSIONER

DIANE M. SCHLICHTING
ASSISTANT SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
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JULY 13, 2017
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CALL TO ORDER

The Special Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Mark D. Radecki at 8:33 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Catherine Marcucci, Commissioner
Cory C. Moss, Commissioner

ABSENT: Newell W. Ruggles, Commissioner

STAFF PRESENT: Paul J. Philips, Public Utilities Director; James M. Casso, General Counsel; and Diane M. Schlichting, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF AN ENGAGEMENT FOR PROFESSIONAL SERVICES BETWEEN THE INDUSTRY PUBLIC UTILITIES COMMISSION AND THE BOUZA LAW FIRM

MOTION BY COMMISSIONER CRUZ, AND SECOND BY COMMISSIONER MARCUCCI TO APPROVE THE ENGAGEMENT FOR PROFESSIONAL SERVICES. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:40 a.m.

INDUSTRY PUBLIC UTILITIES COMMISSION
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MARK D. RADECKI
PRESIDENT

DIANE M. SCHLICHTING
ASSISTANT SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 24, 2017
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CALL TO ORDER

The Special Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Mark D. Radecki at 8:37 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Catherine Marcucci, Commissioner
Cory C. Moss, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Paul J. Philips, Public Utilities Director; Anthony Bouza, General Counsel; Susan Paragas, City Controller; and Diane M. Schlichting, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF REGISTER OF DEMANDS

MOTION BY COMMISSIONER RUGGLES, AND SECOND BY COMMISSIONER CRUZ TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF AWARD OF CONTRACT NO. 2017-1023, FOR ENVIRONMENTAL SERVICES, TO UNITED PUMPING SERVICES, IN THE AMOUNT NOT-TO-EXCEED \$30,000.00, FROM AUGUST 24, 2017 TO AUGUST 24, 2020

INDUSTRY PUBLIC UTILITIES COMMISSION
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AUGUST 24, 2017
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Senior Project Manager Danielle Chupa from the Cordoba Corporation presented a staff report and was available to answer any questions.

MOTION BY COMMISSIONER CRUZ, AND SECOND BY COMMISSIONER RUGGLES TO AWARD THE CONTRACT TO UNITED PUMPING SERVICES. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION TO REJECT THE METROLINK VIDEO SECURITY SYSTEM FOR CITY OF INDUSTRY PUBLIC UTILITIES COMMISSION FACILITIES PROPOSALS

Project Manager Michael Cruz from the Cordoba Corporation presented a staff report and was available to answer any questions.

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER CRUZ TO REJECT ALL PROPOSALS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

DISCUSSION REGARDING THE POWER CONTENT LABEL TO BE DISTRIBUTED WITH THE SEPTEMBER 2017 INDUSTRY PUBLIC UTILITIES ELECTRIC BILL

Senior Project Manager Danielle Chupa from the Cordoba Corporation presented a staff report and was available to answer any questions.

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER CRUZ TO ALLOW THE INDUSTRY PUBLIC UTILITIES COMMISSION TO DISTRIBUTE THE CONTENT LABEL IN THE SEPTEMBER 2017 BILL. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

INDUSTRY PUBLIC UTILITIES COMMISSION
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AUGUST 24, 2017
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AYES: COMMISSIONERS: CRUZ, RUGGLES, MARCUCCI, MOSS,
RADECKI
NOES: COMMISSIONERS: NONE
ABSENT: COMMISSIONERS: NONE
ABSTAIN: COMMISSIONERS: NONE

**PRESENTATION BY THE GENERAL MANAGER OF THE LA PUENTE VALLEY
COUNTY WATER DISTRICT REGARDING THE INDUSTRY PUBLIC UTILITIES
WATER OPERATIONS QUARTERLY REPORT, FROM APRIL 2017 TO JUNE 2017**

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER CRUZ TO
RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING
VOTE:

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

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at
8:49 a.m.

MARK D. RADECKI
PRESIDENT

DIANE M. SCHLICHTING
ASSISTANT SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 21, 2017
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CALL TO ORDER

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

ROLL CALL

PRESENT: Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Catherine Marcucci, Commissioner
Cory C. Moss, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Paul J. Philips, Public Utilities Director; Anthony Bouza, General Counsel; Susan Paragas, City Controller; and Diane M. Schlichting, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF REGISTER OF DEMANDS

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER CRUZ TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF AMENDMENT NO. 1 TO THE CONTRACT FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE INDUSTRY PUBLIC UTILITIES COMMISSION

INDUSTRY PUBLIC UTILITIES COMMISSION
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City Controller Susan Paragas presented a staff report and was available to answer questions.

MOTION BY COMMISSIONER CRUZ, AND SECOND BY COMMISSIONER MARCUCCI TO APPROVE AENDMENT NO. 1. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF RESOLUTION IPUC 2017-03 – A RESOLUTION OF THE CITY OF INDUSTRY, CALIFORNIA, TO AMEND THE FISCAL YEAR 2017-2018 ELECTRIC UTILITY FUND BUDGET TO REFLECT AN APPROPRIATION OF \$117,000 FROM AVAILABLE ELECTRIC UTILITY RESERVES FUND AND INCREASING THE ELECTRIC UTILITY FUND-MISCELLANEOUS (ACCOUNT NO. 161-300-5125) IN THE AMOUNT OF \$117,000 FOR RESOURCE ADEQUACY PURCHASES

Senior Project Manager Danielle Chupa from the Cordoba Corporation presented a staff report and was available to answer questions.

MOTION BY COMMISSIONER RUGGLES, AND SECOND BY COMMISSIONER MARCUCCI TO ADOPT RESOLUTION NO. IPUC 2017-03. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF THE REQUEST TO PUBLISH AND RECEIVE PROPOSALS FOR CONTRACT NO. 2017-1035, ENERGY SCHEDULING, TRADING, SETTLEMENTS, AND RISK MANAGEMENT SERVICES

INDUSTRY PUBLIC UTILITIES COMMISSION
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PAGE 3

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

MOTION BY COMMISSIONER CRUZ, AND SECOND BY COMMISSIONER MARCUCCI TO APPROVE RELEASE OF THE RFP. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

REPORT FROM THE GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT

General Manager Galindo presented a report to the Commission.

MOTION BY COMMISSIONER RUGGLES, AND SECOND BY COMMISSIONER CRUZ TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 9:12 a.m.

MARK D. RADECKI
PRESIDENT

INDUSTRY PUBLIC UTILITIES COMMISSION
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DIANE M. SCHLICHTING
ASSISTANT SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 28, 2017
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CALL TO ORDER

The Special Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Mark D. Radecki at 8:46 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Cory C. Moss, Commissioner
Newell W. Ruggles, Commissioner

ABSENT: Catherine Marcucci, Commissioner

STAFF PRESENT: Paul J. Philips, Public Utilities Director; Alex Gonzalez, Director of Development Services and Administration; James M. Casso, General Counsel; and Diane M. Schlichting, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF ASSIGNMENT AND AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT WITH PACIFIC UTILITY INSTALLATION, INC., TO INCLUDE ELECTRIC DISTRIBUTION CABLE REPLACEMENT AND WDAT MAINTENANCE INSPECTION, RELAYS, AND BREAKER TEST FOR THE ANAHEIM-PUENTE WDAT, IN AN AMOUNT NOT-TO-EXCEED \$270,000.00

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER CRUZ TO APPROVE THE ASSIGNMENT AND AMENDMENT NO. 1. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 28, 2017
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ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:58 a.m.

MARK D. RADECKI
PRESIDENT

DIANE M. SCHLICHTING
ASSISTANT SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 9, 2017
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CALL TO ORDER

The Special Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Mark D. Radecki at 8:30 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Catherine Marcucci, Commissioner
Cory C. Moss, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Paul J. Philips, Public Utilities Director; Anthony Bouza, General Counsel; and Diane M. Schlichting, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH ROBERTSON-BRYAN, INC., TO PROVIDE SUPPORT FOR ELECTRIC UTILITY OPERATIONS, IN AN AMOUNT NOT-TO-EXCEED \$25,000.00, FROM NOVEMBER 9, 2017 TO DECEMBER 31, 2018

Senior Project Manager Danielle Chupa from the Cordoba Corporation provided a staff report to the Commission and was available to answer questions.

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER CRUZ TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 9, 2017
PAGE 2

CONSIDERATION OF AN ASSIGNMENT AND ASSUMPTION OF MAINTENANCE SERVICES AGREEMENT WITH APPLIED METERING TECHNOLOGIES, INC., FOR UTILITY OPERATIONS AND MAINTENANCE SERVICES FROM THE CITY OF INDUSTRY TO THE INDUSTRY PUBLIC UTILITIES COMMISSION

Senior Vice President Henry Martinez of the Cordoba Corporation presented a staff report to the Commission and was available to answer questions.

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

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

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:37 a.m.

MARK D. RADECKI
PRESIDENT

DIANE M. SCHLICHTING
ASSISTANT SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 14, 2017
PAGE 1

CALL TO ORDER

The Special Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Mark D. Radecki at 8:30 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Catherine Marcucci, Commissioner
Cory C. Moss, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Paul J. Philips, Public Utilities Director; James M. Casso, General Counsel; Susan Paragas, City Controller; and Diane M. Schlichting, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF AN ASSIGNMENT OF ASSUMPTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ENCO UTILITY SERVICES LLC, FROM THE CITY OF INDUSTRY TO THE INDUSTRY PUBLIC UTILITIES COMMISSION, AND THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT IN AN AMOUNT NOT-TO-EXCEED \$102,200.00

Lary Atherton from The Cordoba Corporation provided a staff report to the Commission and was available to answer any questions.

MOTION BY PRESIDENT RADECKI, AND SECOND BY COMMISSIONER CRUZ TO APPROVE THE ASSIGNMENT AND ASSUMPTION AND ALSO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 14, 2017
PAGE 2

CONSIDERATION OF AN AGREEMENT WITH LA PUENTE VALLEY COUNTY WATER DISTRICT FOR LEASING GROUNDWATER PRODUCTION RIGHTS

General Manager Greg Galindo presented a report to the Commission.

MOTION BY COMMISSIONER CRUZ, AND SECOND BY COMMISSIONER MOSS TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

REPORT FROM THE GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT

General Manager Greg Galindo presented a report to the Commission.

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER CRUZ TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:50 a.m.

MARK D. RADECKI
PRESIDENT

INDUSTRY PUBLIC UTILITIES COMMISSION
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 14, 2017
PAGE 3

DIANE M. SCHLICHTING
ASSISTANT SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 12, 2018
PAGE 1

CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Mark D. Radecki at 8:30 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Catherine Marcucci, Commissioner
Cory C. Moss, Commissioner

ABSENT: Newell W. Ruggles, Commissioner

STAFF PRESENT: Troy Helling, Acting City Manager; Susan Paragas, Director of Finance; James M. Casso, General Counsel; and Diane M. Schlichting, Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF THE REGISTER OF DEMANDS

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER MARCUCCI TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

PRESENTATION BY THE GENERAL MANAGER OF THE LA PUENTE VALLEY COUNTY WATER DISTRICT REGARDING THE INDUSTRY PUBLIC UTILITIES WATER OPERATIONS QUARTERLY REPORT FROM JANUARY 2018 TO MARCH 2018

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
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APRIL 12, 2018
PAGE 2

MOTION BY COMMISSIONER CRUZ, AND SECOND BY COMMISSIONER MARCUCCI TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:34 a.m.

MARK D. RADECKI
PRESIDENT

DIANE M. SCHLICHTING
SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MAY 10, 2018
PAGE 1

CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Mark D. Radecki at 8:31 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Catherine Marcucci, Commissioner
Cory C. Moss, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Troy Helling, Acting City Manager; Susan Paragas, Director of Finance; Josh Nelson, Contract City Engineer; James M. Casso, General Counsel; and Lynn Thompson, Administrative Technician 1.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF THE REGISTER OF DEMANDS

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER CRUZ TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ADJOURNMENT

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MAY 10, 2018
PAGE 2

There being no further business, the Industry Public Utilities Commission adjourned at 8:34 a.m.

MARK D. RADECKI
PRESIDENT

DIANE M. SCHLICHTING
SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 14, 2018
PAGE 1

CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Mark D. Radecki at 8:30 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Catherine Marcucci, Commissioner
Cory C. Moss, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Troy Helling, Acting City Manager; Bianca Sparks, Assistant General Counsel; and Diane M. Schlichting, Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF THE REGISTER OF DEMANDS

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER CRUZ TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

PRESENTATION AND CONSIDERATION OF THE INDUSTRY PUBLIC UTILITIES 2017 CONSUMER CONFIDENCE REPORT

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 14, 2018
PAGE 2

Contract City Engineer, Josh Nelson from CNC Engineering answered questions for the Commission.

MOTION BY COMMISSIONER CRUZ, AND SECOND BY COMMISSIONER RUGGLES TO APPROVE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

PRESENTATION BY THE ENGINEERING & COMPLIANCE MANAGER OF THE LA PUENTE VALLEY COUNTY WATER DISTRICT REGARDING THE INDUSTRY PUBLIC UTILITES WATER OPERATIONS REPORT

MOTION BY COMMISSIONER RUGGLES, AND SECOND BY COMMISSIONER MOSS TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:49 a.m.

MARK D. RADECKI
PRESIDENT

DIANE M. SCHLICHTING
SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION AND INDUSTRY
PUBLIC FACILITIES AUTHORITY
JOINT SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 28, 2018
PAGE 1

CALL TO ORDER

The Joint Special Meeting of the Industry Public Utilities Commission and Industry Public Facilities Authority of the City of Industry, California, was called to order by Chairman/President Mark Radecki at 8:47 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Mark Radecki, Chairman/President
Cory Moss, Board Member/Commissioner
Abraham Cruz, Board Member/Commissioner
Catherine Marcucci, Board Member/Commissioner
Newell Ruggles, Board Member/Commissioner

STAFF PRESENT: Troy Helling, Acting City Manager; James M. Casso, General Counsel; Joshua Nelson, Contract City Engineer; and Diane M. Schlichting, Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF RESOLUTION NOS. IPUC 2018-02 AND PFA 2018-01 – A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, THE INDUSTRY PUBLIC FACILITIES AUTHORITY, AND INDUSTRY PUBLIC UTILITIES COMMISSION APPROVING AND ADOPTING THE CITY’S FISCAL YEAR 2018-19 PROPOSED OPERATING BUDGET AND FISCAL YEAR 2018-19 PROPOSED CAPITAL IMPROVEMENT PROGRAM BUDGET

A staff report was presented by Yamini Pathak from the Finance Department.

INDUSTRY PUBLIC UTILITIES COMMISSION AND INDUSTRY
PUBLIC FACILITIES AUTHORITY
JOINT SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 28, 2018
PAGE 2

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER CRUZ
TO ADOPT RESOLUTION NOS. IPUC 2018-02 AND PFA 2018-01. MOTION
CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission and the
Industry Public Facilities Authority adjourned at 8:53 a.m.

MARK RADECKI
CHAIRMAN/PRESIDENT

DIANE M. SCHLICHTING
SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 10, 2019
PAGE 1

CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Mark D. Radecki at 8:31 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

ROLL CALL

PRESENT: Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Cory C. Moss, Commissioner
Newell W. Ruggles, Commissioner

ABSENT: Catherine Marcucci, Commissioner

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Joshua Nelson, Contract City Engineer; and Julie Robles, Assistant Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF THE REGISTER OF DEMANDS

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER RUGGLES TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF THE MINUTES OF DECEMBER 13, 2018 REGULAR MEETING

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 10, 2019
PAGE 2

MOTION BY COMMISSIONER CRUZ, AND SECOND BY COMMISSIONER MOSS TO APPROVE THE MINUTES AS SUBMITTED. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF THE NOTICE OF COMPLETION FOR INDUSTRY BUSINESS CENTER EAST SIDE STREET LIGHT, CABLING, AND FIBER OPTIC SUBSTRUCTURE PLAN, WITH PACIFIC UTILITY INSTALLATION, INC. (PROJECT NO. CITY-1430R)

A staff report with a slide presentation was provided by Contract City Engineer Josh Nelson from CNC Engineering.

MOTION BY COMMISSIONER MOSS, AND SECOND BY COMMISSIONER CRUZ TO APPROVE THE NOTICE OF COMPLETION AND AUTHORIZE THE CONTRACT CITY ENGINEER TO EXECUTE AND THE DEPUTY CITY CLERK TO FILE SAME. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:36 a.m.

MARK D. RADECKI
PRESIDENT

JULIE ROBLES
ASSISTANT SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.3



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: Honorable President Radecki and Commission Board Members

FROM: Troy Helling, Public Utilities Director

STAFF: Joshua Nelson, Contract IPUC Engineer, CNC Engineering
Sean Calvillo, Project Manager, CNC Engineering *sc* *Jn*

DATE: February 14, 2019

SUBJECT: Consideration of a Supplemental Wireline Crossing Agreement with the Union Pacific Railroad Company for an underground distribution wireline in conjunction with the Industry Business Center project (IBC-0384/MP 99-31 #16)

Background:

The Successor Agency to the Industry Urban-Development Agency negotiated a crossing agreement on behalf of the Industry Public Utilities Commission ("IPUC") with the Union Pacific Railroad ("UPRR") to allow for a 12kV underground distribution wire crossing. The underground 12kV wire associated with the UPRR crossing agreement will connect the City's 66kV Substation, located at 208 Waddingham Way, to the Industry Business Center ("IBC"), located on the east and west sides of Grand Avenue between Highway 60 and Ferrero Parkway, and provide power for IPUC's IBC customers.

IPUC staff does not anticipate the need to insert, pull and connect the 12kV wire to the IBC until such time that the IBC electric load grows to an amount that requires the larger power feed and 12kV circuit. With this wireline crossing, the IPUC will have the proper infrastructure in place to ensure the IBC is served in a timely manner. The UPRR Wireline Crossing Agreement allows the City of Industry to cross the UPRR right-of-way with a 12kV underground wire and pipe casing to house the underground wire.

Discussion:

A supplemental Agreement with UPRR has been prepared in order to extend the term of the original Agreement, dated March 2, 2017. A six-month extension has been provided by UPRR. This allows the Contractor adequate time to satisfy all of the requirements in original Agreement to construct the wireline crossing.

Fiscal Impact:

No fiscal impact to IPUC. Since the Successor Agency to the Industry Urban-Development Agency is responsible for the construction costs for public improvements, utilities and infrastructure on the IBC project, the one-time administrative handling charge of \$1,000 will be paid by the Successor Agency.

Recommendation:

IPUC Staff recommends approval of the Wireline Crossing Supplemental Agreement.

Exhibits:

- A. Supplemental Wireline Crossing Agreement dated February 14, 2019
- B. Wireline Crossing Agreement dated March 2, 2017

TH/JN/SC:jv

EXHIBIT A

Supplemental Wireline Crossing Agreement dated February 14, 2019

[Attached]

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is entered into on the ____ day of _____, 20__, between **UNION PACIFIC RAILROAD COMPANY** (“Licensor”) and **INDUSTRY PUBLIC UTILITIES COMMISSION**, whose address is 15625 Stafford Street, Suite 100 Industry, California 91744 (“Licensee”).

RECITALS:

By instrument dated 3/2/2017, Licensor and Licensee, or their predecessors in interest, entered into an agreement (“Basic Agreement”), identified as Audit No. 283766, at CITY OF INDUSTRY, CALIFORNIA.

AGREEMENT:

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

Article 1. CONSENT TO WORK.

This Supplemental Agreement will serve as notification that the Railroad Company approves of your intentions to install one (1) 12.47KV underground wireline crossing in accordance with the **Exhibit A** dated 8/29/2016. Notwithstanding the terms of Section 13(A) of Exhibit B of the Agreement, this Agreement serves as Union Pacific's approval for you to proceed with the installation of the facility(s) conditioned upon the facility being installed with 6 months of the date of this agreement

Article 2. NOTICE OF COMMENCEMENT OF WORK / RAILROAD REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Railroad, by calling the Response Management Communication Center at (888) 877-7267 before commencing any work. In all other situations, the Licensee shall notify the Railroad at least ten (10) days (or such other time as the Railroad may allow) in advance of the commencement of any work upon property of the Railroad in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial and any subsequent work with the following employee of Railroad or his or her duly authorized representative (hereinafter "Railroad Representative" or "Railroad Representative"):

Railpros Flagging
up.info@railpros.com
877-315-0513 x 116

Jose A. Rubio
Work Phone: (626)935-7681
Cell Phone: (562)318-4153
Email address: jarubio@up.com

Article 3. EFFECTIVE DATE.

This Supplemental Agreement shall be effective as of January 30, 2019.

Article 4. AGREEMENT SUPPLEMENT.

Nothing in this Supplemental Agreement shall be construed as amending or modifying the Basic Agreement unless specifically provided herein.

Article 5. ADMINISTRATIVE HANDLING CHARGE.

Upon execution and delivery of this Supplemental Agreement, the Licensee shall pay to the Licensor an administrative handling charge of **One Thousand DOLLARS (\$1,000.00)**.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement as of the day and year first written.

UNION PACIFIC RAILROAD COMPANY

**INDUSTRY PUBLIC UTILITIES
COMMISSION**

By: _____

Valerie Harrill
Mgr II Real Estate Contracts

By: _____

Name Printed: _____

Title: _____

EXHIBIT B

Wireline Crossing Agreement dated March 2, 2017

[Attached]

Folder # 3003-72

AUDIT 283766

WIRELINE CROSSING AGREEMENT

Mile Post: 26.42, Los Angeles Subdivision
Location: City Of Industry, Los Angeles County, California

THIS AGREEMENT ("Agreement") is made and entered into as of March 02, 2017, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **INDUSTRY PUBLIC UTILITIES COMMISSION**, to be addressed at 15625 East Stafford Street, City of Industry, California 91744 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain, operate, modify, remove or reconstruct

one underground distribution 12.47 kV power wireline

across Licensor's track(s) and property (the "Wireline") in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated August 19, 2016, marked Exhibit "A" attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Wireline for a purpose other than for the purpose set forth in this Article I, and the Wireline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Wireline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Seven Thousand Five Hundred Dollars (\$7,500.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Wireline (including

initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. INSURANCE.

A. During the life of this Agreement, Licensee shall fully comply with insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that it has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the wireline which is the subject of this Agreement.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

**INDUSTRY PUBLIC UTILITIES
COMMISSION**

By: Valerie Harrill
Valerie Harrill
Asst. Manager

By: Paul Phillips
Paul Phillips
Title: City Manager

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

A. The Wireline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.

All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Wireline shall be done to the satisfaction of the Licensor.

B. If the Wireline is an existing one not conforming in its construction to the above provisions of this Section 2, the Licensee shall, within ninety (90) days after the date hereof, reconstruct it so as to conform therewith.

C. The Wireline shall be designed, constructed, maintained and operated by the Licensee in such manner as not to be or constitute a hazard to aviation. With respect to the Wireline the Licensee, without expense to the Licensor, will comply with all requirements of law and of public authority, whether federal, state or local, including but not limited to aviation authorities.

D. In the operation of the Wireline, the Licensee shall not transmit electric current at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty (750) volts, and the Wireline is, or is to be, buried at any location on the property of the Licensor outside track ballast sections or roadbed, the Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three (3) inches of concrete with a minimum of four (4) feet of ground cover the entire length of the Wireline on the property of the Licensor. A Wireline buried by removal of the soil shall have, at a depth of one (1) foot beneath the surface of the ground

directly above the Wireline, a six (6) inch wide warning tape bearing the warning, "Danger-High Voltage", or equivalent wording. A Wireline encased in conduit, jacked or bored under the property of the Licensor, must be identified by placing warning signs, to be installed and properly maintained at the expense of the Licensee, at each edge of the Licensor's property. The Licensee shall not utilize the signs in lieu of the warning tape where portions of the casing are installed by direct burial.

E. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Wireline, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Wireline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

F. The Licensee shall keep and maintain the soil over the Wireline thoroughly compacted and the grade even with the adjacent surface of the ground.

G. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work by calling the Response Management Communication Center (RMCC) at 888-877-7267. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

JOSE A. RUBIO
MGR SIGNAL MNTCE
11406 LOS NIETOS RD
Santa Fe Springs, CA 90670
Work Phone: 626-935-7681
Cell Phone: 562-318-4153
Email: jarubio@up.com

SILVIO MOLINA
MGR TRACK MNTCE
11406 S Los Nietos Rd
Santa Fe Sprgs, CA 90670
Work Phone: 909-685-2469
Cell Phone: 402-618-3923
Email: semolina@up.com

B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.

C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.

D. Except in cases of an emergency, Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee, at cost, for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance

with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees and contractors and subcontractors are competent and adequately trained in all safety and health aspects of the job.

I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Wireline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF WIRELINE.

A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Wireline, or move all or any portion of the Wireline to such new location, or remove the Wireline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.

B. All the terms, conditions and stipulations herein expressed with reference to the Wireline on property of the Licensor in the location hereinbefore described shall, so far as the Wireline remains on

the property, apply to the Wireline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

A. The Wireline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor (including without limitation, its tracks, pole lines, communication lines, radio equipment, wayside and/or cab based train signal systems, advanced train control systems, positive train separation systems, and grade crossing systems), and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

B. In the operation and maintenance of the Wireline the Licensee shall take all suitable precaution to prevent any interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of the Licensor or of its tenants; and if, at any time, the operation or maintenance of the Wireline results in any electrostatic effects which the Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by the Licensor and/or its tenants, the Licensee shall, at the sole expense of the Licensee, immediately make such modifications or take such action as may be necessary to eliminate such interference. Licensee agrees to pay for any reasonable modifications, design changes, or increased costs that may be necessary now or in the future to ensure safe and reliable maintenance and operation of the facilities of Licensor and/or its tenants because of interference from the Wireline.

C. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

D. No additional vehicular crossings (including temporary Licensee haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensee or its contractors without the prior written permission of Licensor.

E. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.

F. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no

work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Wireline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Wireline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Wireline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore property to the same condition as the same were in before such property was moved or

disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any property of the Licensor.

Section 10. INDEMNITY.

A. As used in this Section, "Licensor" includes other railroad companies, and their officers, agents and employees, using the Licensor's property at the location set forth in Exhibit A. "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- 1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE WIRELINE OR ANY PART THEREOF;**
- 2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;**
- 3. THE PRESENCE, OPERATION, OR USE OF THE WIRELINE OR ELECTRICAL INTERFERENCE OR OTHER TYPES OF INTERFERENCE CREATED OR CAUSED BY THE WIRELINE OR ESCAPING FROM THE WIRELINE;**
- 4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED BY LICENSEE;**
- 5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR**
- 6. LICENSEE'S BREACH OF THIS AGREEMENT,**

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT

JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF WIRELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Wireline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Wireline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

A. If the Licensee does not use the right herein granted or the Wireline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by

operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C

Union Pacific Railroad Company Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less than \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

- C. Workers Compensation and Employers Liability insurance.** Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall

refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

- E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

- F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.
- G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law. This waiver must be stated on the certificate of insurance.
- I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.
- J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agent of Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

100 feet of a locomotive or roadway/work equipment

15 feet of power operated tools
150 feet of jet blowers or pile drivers
150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

Familiar and comply with Railroad's rules on lockout/tagout of equipment.

Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.

Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.

- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.4

Memo



To: Industry Public Utilities Commission
Cc: La Puente Valley County Water District, Board of Directors
From: Greg B. Galindo, General Manager
Commission Meeting Date: February 14, 2019
Re: Industry Public Utilities Water Operations Quarterly Report (October - December 2018)

In accordance with the City of Industry Waterworks System (the “CIWS”) Operation and Management Agreement between the City of Industry (the “City”) and the La Puente Valley County Water District (the “District”), the District is providing the CIWS Quarterly Report for the 2nd quarter of the 2018-19 fiscal year. The report represents fiscal year-to-date information along with the current status of various items listed under the appropriate heading.

Administrative/Financial

- BPOU & Well No. 5 – District staff submitted to City staff a proposed updated agreement between the Cooperating Respondents (CRs) and the City for the operation and treatment of the City’s Well No. 5.
- 2018-19 Fiscal Year Budget – A draft report of Revenue and Expenses as of December 31, 2018, is enclosed for your review as *Attachment 1*.
- Fund Disbursements – For your reference, a list of disbursements from the IPU Water Operations Fund for the past quarter (by month) has been provided as *Attachment 2*.
- Study of Water Rates and Charges – The 2018-19 Budget appropriates funds to complete a study of the water rates and charges of the IPU water operations. District staff has solicited a proposal from Raftelis Financial Consultants, Inc. (Raftelis) to perform this study. Raftelis recently completed the same type of study of the La Puente Valley County Water District’s water rates and charges. Once the proposal is received, District staff will provide the proposal along with a staff report to the City for consideration.
- IPU Water Operations Annual Audit – During the second quarter District staff provided all requested financial information to City staff and consultants to complete the water operations portion of the City’s annual audit.

Distribution, Supply and Production

- Summary of Activities – A summary report of CIWS field activities for the 2nd quarter of fiscal year 2018-19 is provided as *Attachment 3*.
- City of Industry Well No. 5 Operations – Well No. 5 operated without issue in the 2nd quarter. The current static water level, pumping water level and pumping rate for Well No. 5 is shown in the table below.

Well	Pump Setting (below surface)	Static Water Level	Pumping Water Level	Drawdown	Current GPM Pumping Rate
COI 5	162’	121’	141’	-20	1,040

- Production Summary – The production for the 2nd quarter of fiscal year 2018-19, to meet the needs of the CIWS, was 298 AF. The 2018-19 fiscal year production report and related graph are provided as **Attachment 4**.
- 2018-19 Water Conservation – A summary of water system usage for fiscal year 2018-19 as compared to calendar year 2013 is shown below. The overall reduction in use for this time period is 10.6%.

Month	2013	2018-19	Difference Current-2013	Accumulative Difference (%)
July	141.36	144.82	2.4%	2.4%
August	153.97	142.58	-7.4%	-2.7%
September	151.67	125.43	-17.3%	-7.6%
October	137.26	109.67	-20.1%	-10.6%
November	110.83	102.11	-7.9%	-10.1%
December	99.84	86.06	-13.8%	-10.6%
Totals	794.93	710.67		

Production data shown in acre feet (AF)

- CIWS and LPVCWD Water Exchange – In accordance with the Water Exchange and Supply Agreement between LPVCWD and the City of Industry, the District is providing the water exchange summary as of December 31, 2018, as **Attachment 5**.
- MSGB Groundwater Levels – On, January 25, 2019, the Baldwin Park key well level was 179.1 feet asl, which is a historic low for the basin. Watermaster’s latest report on hydrologic conditions is enclosed as **Attachment 6**.

Water Quality / Compliance

- Distribution System Monitoring – District Staff has collected all required water quality samples from the distribution system for the 2nd quarter of fiscal year 2018-19; approximately 105 samples were collected. All results met State and Federal drinking water quality regulations.
- Source Monitoring – All water quality samples were collected from Well No. 5, as required. The table below summarizes Well No. 5’s current water quality for constituents of concern.

Month Sampled	Flow Rate	1,1 DCE	TCE	PCE	All Other	Perchlorate	1,4-Dioxane	NDMA	Nitrate
		MCL= 6 ppb	MCL= 5 ppb	MCL= 5 ppb	VOCs	MCL= 6 ppb	NL= 1 ppb	NL= 10 ppt	MCL=10 ppm
Dec-18	1,040	2.4	3.6	14	ND	3.1	.55	ND	6.8

- Lead Sampling for Schools – AB 746 requires community water systems to test the lead levels of drinking water at all California public K-12 schools (constructed before January 1, 2010) and preschools and child daycare facilities located on public school property by July 1, 2019. LPVCWD staff contacted Basset Unified School District and Whittier School District representatives to discuss lead sampling at Don Julian Elementary and Wallen L. Andrews Elementary to comply with AB 746 by July 1, 2019.
 - Staff sampled for lead at Don Julian Elementary on December 12, 2018
 - Staff sampled for lead at Wallen L. Andrews Elementary on December 6, 2018

- 2018 Permit Amendment – In response to a request by DDW, at the end of April 2018, District staff submitted a water system permit amendment application, which included an updated operating and monitoring plan. District staff received the final updated permit from DDW on November 16, 2018.

Capital / Special Projects

- Well No. 5 – District staff has prepared a notice inviting bids (NIB) for well equipment & well casing inspection/repair. This work is a maintenance project and not considered a capital improvement project. District staff will circulate the NIB to four reputable well maintenance contractors and make a recommendation to City staff, based upon the bids received. This work is planned to be completed before the summer months.
- Starhill Lane and 3rd Avenue Waterline Improvement Project – The 2017 CIWS Water Master Plan recommended improvements to waterlines in Starhill Lane and 3rd Avenue south of Lomitas Avenue. The Project’s total budget is estimated at \$538,000 for the 2018-19 FY. In January 2018, District staff provided City staff a draft RFP for the preparation of plans, specifications and an estimate for the Project.
- 13814 Valley Blvd (McDonalds) – In the past quarter District staff installed a 4-inch fire service and a 2-inch domestic service in support of the retrofit of an existing McDonalds restaurant building.
- 13551, 13553 and 13563 Don Julian Rd. (3 units) – In the past quarter District staff is installed three (3) new 1-inch water services to support accessory dwelling developments.
- 419 S. 5th Ave – In the past quarter District staff installed a new 1-inch water services to support a mobile housing unit at an existing property.

Personnel

- As of January 1, 2019, the District has 8 full-time field employees, 5 full-time office/administrative employees and 1 part-time office employee. A summary of the current hourly rates for each District employee has been provided as ***Attachment 7***. The summary reflects the recent changes to hourly rates as a result of a 3% cost of living adjustment that the District’s Board of Directors approved, effective January 1, 2019.
- Weekly field tailgate safety meetings continue to be conducted for all field employees.

Attachments

1. Statement of Revenue and Expenses for the 2nd Quarter of 2018-19.
2. Fund Disbursement List for 2nd Quarter of 2018-19.
3. Summary of Field Activities for 2nd Quarter of 2018-19.
4. Production Summary for 2nd Quarter of 2018-19.
5. CIWS – LPVCWD Water Exchange and Delivery Summary for 2nd Quarter of 2018-19.
6. Main San Gabriel Basin Hydrologic Report.
7. Summary of Hourly Rates for District Staff as of January 1, 2019.

Attachment 1

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS
Statement of Revenue and Expenses Summary
For the Period Ending December 31, 2018
(Unaudited)

DESCRIPTION	DECEMBER 2018	FISCAL YTD 2018-2019	BUDGET FY 2018-2019	50% OF BUDGET	FY END 2017-2018
Total Operational Revenues	\$ 113,879	\$ 1,018,749	\$ 2,026,800	50%	\$ 1,920,277
Total Non-Operational Revenues	-	-	30,000	0%	40,307
TOTAL REVENUES	113,879	1,018,749	2,056,800	50%	1,960,584
Total Salaries & Benefits	39,143	329,157	668,600	49%	644,392
Total Supply & Treatment	9,485	88,722	848,565	10%	607,538
Total Other Operating Expenses	11,711	64,435	171,500	38%	149,475
Total General & Administrative	50,702	126,504	301,568	42%	245,510
Total Other & System Improvements	21,083	21,083	120,800	17%	45,748
TOTAL EXPENSES	132,123	629,902	2,111,000	30%	1,692,664
OPERATING INCOME	(18,244)	388,847	(54,200)	-717%	267,920
NET INCOME (LOSS)	\$ (18,244)	\$ 388,847	\$ (54,200)	-717%	\$ 267,920

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses
For the Period Ending December 31, 2018
(Unaudited)

DESCRIPTION	DECEMBER 2018	FISCAL YTD 2018-2019	BUDGET FY 2018-2019	50% OF BUDGET	FY END 2017-2018
Operational Revenues					
Water Sales	\$ 61,940	\$ 661,174	\$ 1,317,750	50.17%	\$ 1,206,751
Service Charges	46,410	297,895	600,000	49.65%	598,493
Customer Charges	1,585	9,325	21,000	44.40%	20,000
Fire Service	3,945	50,355	88,000	57.22%	95,032
Total Operational Revenues	113,879	1,018,749	2,026,800	50.26%	1,920,277
Non-Operational Revenues					
Contamination Reimbursement	-	-	30,000	0.00%	40,267
Developer Fees	-	-	-	N/A	-
Miscellaneous Income	-	-	-	N/A	39
Total Non-Operational Revenues	-	-	30,000	0.00%	40,307
TOTAL REVENUES	113,879	1,018,749	2,056,800	49.53%	1,960,584
Salaries & Benefits					
Administrative Salaries	16,183	102,228	186,800	54.73%	190,967
Field Salaries	8,069	107,478	238,000	45.16%	219,465
Employee Benefits	7,775	71,365	149,000	47.90%	143,834
Pension Plan	3,690	29,875	57,440	52.01%	54,946
Payroll Taxes	1,731	14,920	30,360	49.14%	29,215
Workman's Compensation	1,694	3,292	7,000	47.03%	5,964
Total Salaries & Benefits	39,143	329,157	668,600	49.23%	644,392
Supply & Treatment					
Purchased Water - Leased	-	-	377,614	0.00%	326,781
Purchased Water - Other	1,815	10,275	17,500	58.72%	17,128
Power	7,029	66,270	120,000	55.22%	119,441
Assessments	-	11,030	184,752	5.97%	135,945
Treatment	-	-	6,200	0.00%	4,834
Well & Pump Maintenance	641	1,147	142,500	0.80%	3,409
Total Supply & Treatment	9,485	88,722	848,565	10.46%	607,538
Other Operating Expenses					
General Plant	122	2,772	10,500	26.40%	4,932
Transmission & Distribution	(2,363)	30,044	64,000	46.94%	54,395
Vehicles & Equipment	-	-	32,000	0.00%	31,553
Field Support & Other Expenses	4,480	15,478	35,000	44.22%	31,104
Regulatory Compliance	9,472	16,141	30,000	53.80%	27,491
Total Other Operating Expenses	11,711	64,435	171,500	37.57%	149,475

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending December 31, 2018

(Unaudited)

DESCRIPTION	DECEMBER 2018	FISCAL YTD 2018-2019	BUDGET FY 2018-2019	50% OF BUDGET	FY END 2017-2018
General & Administrative					
Management Fee	46,428	92,856	187,568	49.51%	183,891
Office Expenses	2,760	7,054	21,000	33.59%	17,478
Insurance	-	11,321	15,000	75.47%	5,667
Professional Services	-	2,607	45,000	5.79%	15,576
Customer Accounts	1,404	8,320	16,000	52.00%	16,247
Public Outreach & Conservation	14	3,177	15,000	21.18%	3,923
Other Administrative Expenses	97	1,170	2,000	58.49%	2,727
Total General & Administrative	50,702	126,504	301,568	41.95%	245,510
Other Expenses & System Improvements (Water Operations Fund)					
Developer Project Activity	-	-	-	-	-
Master Plan Update / Hydraulic Model	-	-	-	N/A	-
Other System Improvements (Materials)	-	-	-	N/A	-
FH Laterals	-	-	6,300	0.00%	790
Service Line Replacements	21,083	21,083	30,000	70.28%	31,693
Valve Replacements	-	-	19,500	0.00%	5,874
Plant Electrical System Improvements	-	-	-	N/A	-
Meter Installations - Industry Hills	-	-	-	0.00%	7,391
Meter Read Collection System	-	-	25,000	0.00%	-
SCADA System Assessment & Upgrades	-	-	40,000	0.00%	-
Total Other & System Improvements	21,083	21,083	120,800	17.45%	45,748
TOTAL EXPENSES	132,123	629,902	2,111,000	29.84%	1,692,664
OPERATING INCOME	(18,244)	388,847	(54,200)	N/A	267,920

Attachment 2

Industry Public Utilities October 2018 Disbursements

Check #	Payee	Amount	Description
3245	ACWA/JPIA	\$ 1,598.40	Workman's Compensation Insurance
3246	ACWA/JPIA	\$ 15,094.99	Auto & General Liability Insurance
3247	Answering Service Care	\$ 125.46	Answering Service
3248	CCSInteractive	\$ 13.60	Monthly Website Hosting
3249	Ferguson Enterprises Inc #1350	\$ 22.43	Field Supplies
3250	Ferguson Waterworks	\$ 595.04	Developer Expense
3251	Highroad IT	\$ 323.00	Technical Support
3252	La Puente Valley County Water District	\$ 50,881.57	Labor Costs September 2018
3253	Merritt's Hardware	\$ 215.71	Field Supplies
3254	Peck Road Gravel	\$ 240.00	Asphalt & Concrete Disposal
3255	SC Edison	\$ 2,734.01	Power Expense
3256	Time Warner Cable	\$ 51.52	Telephone Service
3257	Time Warner Cable	\$ 279.94	Telephone Service
3258	Underground Service Alert	\$ 77.60	Line Notifications
3259	Citi Cards	\$ 50.00	Office Expense
3260	Grainger Inc	\$ 46.00	Field Supplies
3261	Highroad IT	\$ 538.12	Computer Expense
3262	InfoSend	\$ 722.33	Billing Expense
3263	Jack Henry & Associates	\$ 50.00	Web E-Check Fee's
3264	La Puente Valley County Water District	\$ 624.30	Web CC & Bank Fee's Reimbursement
3265	MJM Communications & Fire	\$ 180.00	Security Monitoring
3266	Sunbelt Rentals	\$ 225.50	Equipment Rental
3267	USA BlueBook	\$ 443.78	Field Supplies
3268	Weck Laboratories Inc	\$ 230.00	Water Sampling
3269	Mario Arroyo Jr	\$ 194.64	Customer Overpayment Refund
3270	Frank Rosas	\$ 9.60	Customer Overpayment Refund
3271	Cell Business Equipment	\$ 51.29	Office Expense
3272	Industry Public Utility Commission	\$ 1,635.77	Industry Hills Power Expense
3273	InfoSend	\$ 1.50	Billing Expense
3274	San Gabriel Basin WQA	\$ 5,515.00	Pumping Right Assessments
3275	San Gabriel Valley Water Company	\$ 2,118.77	Purchased Water - Salt Lake
3276	SC Edison	\$ 8,069.82	Power Expense
3277	SoCal Gas	\$ 15.78	Gas Expense
3278	Sunbelt Rentals	\$ 241.92	Equipment Rental
3279	Verizon Wireless	\$ 419.26	Cellular Service
3280	Vulcan Materials Company	\$ 855.53	Field Supplies - Asphalt
3281	Weck Laboratories Inc	\$ 122.50	Water Sampling
3282	Western Water Works	\$ 3,919.55	Developer Expense
3283	Petty Cash	\$ 10.80	Office Expense
Online	Home Depot	\$ 70.18	Field Supplies
Online	County of LA Dept of Public Works	\$ 1,070.00	Permit Fee's
Autodeduct	Wells Fargo Merchant Fee's	\$ 81.97	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 43.80	Credit Card Machine Lease
Total October 2018 Disbursements		\$ 99,810.98	

Industry Public Utilities November 2018 Disbursements

Check #	Payee	Amount	Description
3284	CCSInteractive	\$ 13.60	Monthly Website Hosting
3285	Doty Bros Equipment Co	\$ 3,652.00	Patchwork
3286	Dragon Fire Protection	\$ 130.28	Fire Extinguisher Maintenance
3287	Highroad IT	\$ 268.00	Technical Support
3288	Lagerlof, Senecal, Gosney & Kruse	\$ 174.00	Attorney Fee's
3289	O'Reilly Auto Parts	\$ 27.37	Truck Maintenance
3290	Resource Building Materials	\$ 5.98	Field Supplies
3291	SC Edison	\$ 1,453.64	Power Expense
3292	Time Warner Cable	\$ 51.77	Telephone Service
3293	Time Warner Cable	\$ 279.88	Telephone Service
3294	Trench Shoring	\$ 439.50	Equipment Rental
3295	Underground Service Alert	\$ 57.80	Line Notifications
3296	Vulcan Materials Company	\$ 691.19	Field Expense - Asphalt
3297	Weck Laboratories Inc	\$ 215.00	Water Sampling
3298	Western Water Works	\$ 76.76	Developer Project Expense
3299	Merritt's Hardware	\$ 83.38	Field Supplies
3300	Answering Service Care	\$ 152.24	Answering Service
3301	Collicutt Energy Services Inc	\$ 120.00	Generator Maintenance
3302	Ferguson Waterworks	\$ 934.35	Developer Project Expense
3303	Hunter Electric	\$ 237.00	Facilities Maintenance
3304	InfoSend	\$ 666.10	Billing Expense
3305	La Puente Valley County Water District	\$ 61,760.09	Labor Costs October 2018
3306	Platinum Consulting Group	\$ 1,809.22	Administrative Support
3307	Resource Building Materials	\$ 29.50	Field Supplies
3308	SoCal Gas	\$ 14.60	Gas Expense
3309	Vulcan Materials Company	\$ 344.13	Field Expense - Asphalt
3310	Weck Laboratories Inc	\$ 230.00	Water Sampling
3311	Cell Business Equipment	\$ 33.84	Office Expense
3312	Citi Cards	\$ 195.00	Software Expense
3313	County of LA-Auditor Controller	\$ 37.40	Pipeline Rental Fee
3314	Industry Public Utility Commission	\$ 968.16	Industry Hills Power Expense
3315	J.G. Tucker & Son Inc	\$ 247.74	Field Supplies
3316	Jack Henry & Associates	\$ 46.12	Web E-Check Fee's
3317	La Puente Valley County Water District	\$ 588.78	Web CC & Bank Fee's Reimbursement
3318	Platinum Consulting Group	\$ 227.10	Administrative Support
3319	S & J Supply Co Inc	\$ 1,512.08	Developer Project Expense
3320	San Gabriel Valley Water Company	\$ 1,765.66	Purchased Water - Salt Lake
3321	SC Edison	\$ 7,038.71	Power Expense
3322	Staples	\$ 129.77	Office Supplies
3323	Sunbelt Rentals	\$ 225.50	Equipment Rental
3324	Trench Plate Rental Co	\$ 435.80	Equipment Rental
3325	Verizon Wireless	\$ 76.12	Cellular Service
3326	Weck Laboratories Inc	\$ 211.50	Water Sampling
3327	Wells Tapping Service	\$ 350.00	Developer Project Expense
3328	SoCal Gas	\$ 15.78	Gas Expense
Online	Home Depot Credit Services	\$ 71.69	Field Supplies
Online	County of LA Dept of Public Works	\$ 2,140.00	Permit Fee's
Autodeduct	Wells Fargo Merchant Fee's	\$ 103.18	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 43.80	Credit Card Machine Lease - Monthly
Total November 2018 Disbursements		\$ 90,381.11	

Industry Public Utilities December 2018 Disbursements

Check #	Payee	Amount	Description
3329	CCSInteractive	\$ 13.60	Monthly Website Hosting
3330	Ferguson Enterprises Inc #1350	\$ 20.41	Field Supplies
3331	Highroad IT	\$ 268.00	Technical Support
3332	La Puente Valley County Water District	\$ 56,993.39	Labor Costs November 2018
3333	Merritt's Hardware	\$ 220.56	Field Supplies
3334	Peck Road Gravel	\$ 240.00	Asphalt & Concrete Disposal
3335	SC Edison	\$ 1,422.82	Power Expense
3336	State Water Resource Control Board	\$ 550.00	Annual Permit Fee's
3337	Sunbelt Rentals	\$ 230.97	Equipment Rental
3338	Time Warner Cable	\$ 51.77	Telephone Service
3339	Time Warner Cable	\$ 279.88	Telephone Service
3340	Underground Service Alert	\$ 74.30	Line Notifications
3341	Verizon Wireless	\$ 301.73	Cellular Service
3342	Weck Laboratories Inc	\$ 107.50	Water Sampling
3343	Western Water Works	\$ 228.14	Field Supplies
3344	Civiltec Engineering Inc	\$ 1,500.00	Engineering Services
3345	E & M Tech Support	\$ 1,212.00	Technical Support & Software
3346	InfoSend	\$ 704.59	Billing Expense
3347	Jack Henry & Associates	\$ 41.62	Web E-Check Fee's
3348	La Puente Valley County Water District	\$ 535.31	Web CC & Bank Fee's Reimbursement
3349	Peck Road Gravel	\$ 720.00	Asphalt & Concrete Disposal
3350	SoCal Gas	\$ 20.27	Gas Expense
3351	Vulcan Materials Company	\$ 345.19	Field Supplies - Asphalt
3352	Weck Laboratories Inc	\$ 230.00	Water Sampling
3353	Downs Energy Inc	\$ 641.14	Booster Maintenance
3354	Ferguson Enterprises Inc #1350	\$ 23.86	Field Supplies
3355	Hach Company	\$ 166.65	Field Supplies
3356	Industry Public Utility Commission	\$ 843.84	Industry Hills Power Expense
3357	La Puente Valley County Water District	\$ 46,427.85	O&M Fee's 4th Quarter 2018
3358	S & J Supply Co Inc	\$ 442.26	Developer Project Expense
3359	San Gabriel Valley Water Company	\$ 1,815.31	Purchased Water - Salt Lake
3360	Staples	\$ 461.79	Office Supplies
3361	RIF I - Valley Blvd LLC	\$ 78.11	Customer Overpayment Refund
3362	Cell Business Equipment	\$ 43.72	Office Expense
3363	EcoTech Services Inc	\$ 975.00	UHET Program
3364	Highroad IT	\$ 137.50	Office Software
3365	Platinum Consulting Group	\$ 284.25	Administrative Support
3366	SC Edison	\$ 7,007.47	Power Expense
3367	SoCal Gas	\$ 14.79	Gas Expense
3368	Time Warner Cable	\$ 76.16	Telephone Service
3369	Verizon Wireless	\$ 373.72	Cellular Service
Online	Home Depot	\$ 389.78	Field Supplies
Online	County of LA Dept of Public Works	\$ 535.00	Permit Fee's
Autodeduct	Wells Fargo Merchant Fee's	\$ 91.41	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 43.80	Credit Card Machine Lease - Monthly

Total December 2018 Disbursements \$ 127,185.46

Attachment 3

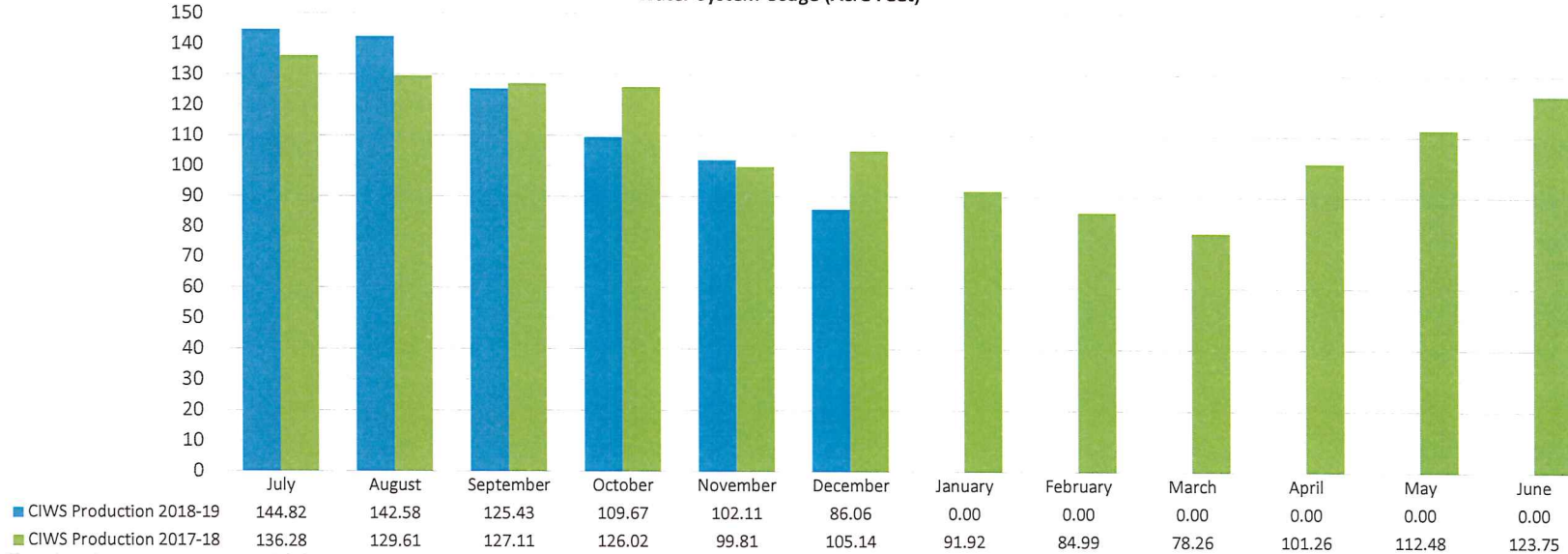
Attachment 4

Industry Public Utilities - Water Operations

PRODUCTION REPORT - FISCAL 2018-19

CIWS PRODUCTION	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	2018-19 FISCAL	2017-18 FISCAL
COI Well No. 5 To SGVCW B5	144.20	134.27	132.14	136.37	131.71	77.86							756.55	1674.97
Interconnections to CIWS														
SGVWC Salt Lake Ave	0.86	1.05	1.11	1.05	0.99	0.97							6.03	8.86
SGVWC Lomas Ave	145.67	145.84	131.90	109.42	101.86	84.55							719.24	1309.38
SGVWC Workman Mill Rd	0.00	0.00	0.00	0.00	0.00	0.01							0.01	1.97
Interconnections from LPVCWD	0.73	1.03	2.32	1.24	1.99	1.90							9.21	47.06
Subtotal	147.26	147.92	135.33	111.71	104.84	87.43	0.00	0.00	0.00	0.00	0.00	0.00	734.49	1367.27
Interconnections to LPVCWD	2.44	5.34	9.90	2.04	2.73	1.37							23.82	50.64
Production for CIWS 2018-19	144.82	142.58	125.43	109.67	102.11	86.06	0.00	0.00	0.00	0.00	0.00	0.00	710.67	1316.63

Water System Usage (Acre Feet)



Attachment 5

CIWS-LPVCWD WATER EXCHANGE SUMMARY (pursuant to July 2015 Water Exchange and Supply Agreement)

Deliveries from LPVCWD to CIWS

Report for Second Quarter 18/19

QTR	Zone 488 Deliveries							Zone 775 Deliveries							Combined		
	Connection 1	Connection 2	Connection 3	Connection 3A	Zone 488 Total	Zone 488 Running Total	Zone 488 Previous Year	Connection 4	Connection 5	Connection 6	Connection 7	Connection 7A	Zone 775 Total	Zone 775 Running Total	Zone 775 Previous Year	Total	Running Total
Prior Period (17-18)					118.41	118.41	118.41						120.39	120.39	120.39	238.80	238.80
18-19 QTR 1	4.08	0.00	0.00	0.00	4.08	122.49	4.75			0.00	0.00		0.00	120.39	7.24	4.08	242.88
18-19 QTR 2	5.07	0.00	0.00	0.00	5.07	127.56	8.74			0.05	0.00		0.05	120.44	38.79	5.12	248.00
18-19 QTR 3					0.00	127.56	1.35						0.00	120.44	8.47	0.00	248.00
18-19 QTR 4					0.00	127.56	0.69						0.00	120.44	3.52	0.00	248.00
Annual Total	9.15	0.00	0.00	0.00	127.56		118.41			0.05	0.00		120.44		120.39	248.00	248.00

Deliveries from CIWS to LPVCWD

QTR	Zone 488 Deliveries							Zone 775 Deliveries							Combined		
	Connection 1	Connection 2	Connection 3	Connection 3A	Zone 488 Total	Zone 488 Running Total	Zone 488 Previous Year	Connection 4	Connection 5	Connection 6	Connection 7	Connection 7A	Zone 775 Total	Zone 775 Running Total	Zone 488 Previous Year	Total	Running Total
Prior Period (17-18)					116.20	116.20	116.20						96.88	96.89	96.89	213.08	213.08
18-19 QTR 1	6.63	0.00		0.00	6.63	122.83	3.85	0.00	0.94	6.84	7.53		15.31	112.20	8.83	21.94	235.02
18-19 QTR 2	0.00	0.00		0.00	0.00	122.83	7.39	0.00	1.26	4.77	0.11		6.14	118.34	7.59	6.14	241.16
18-19 QTR 3					0.00	122.83	5.45						0.00	118.34	12.71	0.00	241.16
18-19 QTR 4					0.00	122.83	0.00						0.00	118.34	5.78	0.00	241.16
Annual Total	6.63	0.00		0.00	122.83		116.20	0.00	2.20	11.61	7.64		118.33		96.88	241.16	241.16

Delivery Summary

Quarter	LPVCWD Total to CIWS	CIWS Total to LPVCWD	Difference	A			B		C			D		E	
				LPVCWD to CIWS in 488	CIWS to LPVCWD in 488	488 Difference	Amount unable to exchange within 12 months in 488	CIWS owes \$ to LPVCWD for 448 Deliveries	LPVCWD to CIWS in 775	CIWS to LPVCWD in 775	775 Difference	Amount unable to exchange within 12 months in 775	LPVCWD owes \$ to CIWS for 775 Deliveries	LPVCWD Owes \$ to CIWS	
Prior Period (17-18)	238.80	213.08	-25.72	118.41	116.20	-2.21	0.00	0.00	120.39	96.88	-23.51	0.00	0.00	0.00	
18-19 QTR 1	4.08	21.94	17.86	4.08	6.63	2.55	0.00	0.00	0.00	15.31	15.31	0.00	0.00	0.00	
18-19 QTR 2	5.12	6.14	1.02	5.07	0.00	-5.07	0.00	0.00	0.05	6.14	6.09	0.00	0.00	0.00	
18-19 QTR 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
18-19 QTR 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Running Total	248.00	241.16	-6.84	127.56	122.83	-4.73			120.44	118.33	-2.11				
	Balance Owed by CIWS Overall			5.84	Balance Owed to LPVCWD in 488			4.73	Balance Owed to LPVCWD in 775			2.11			

Notes:

- Calculation of payment is not applicable until a full 12 months into the agreement that was entered into in July 2015
- Column A represents water delivered in Zone 488 that was not redelivered within 12 months.
- Column B represents the undelivered amount multiplied by the agreed the rate to convey water to the 448 zone as detailed in example table above.
- Column C represents water delivered in Zone 775 that was not redelivered within 12 months.
- Column D represents the undelivered amount multiplied by the agreed upon rate to convey water to the 775 zone as detailed in example table above.
- Column E represents the difference between what each party owes.

Attachment 6



Main San Gabriel Basin WATERMASTER

JANUARY 9, 2019

REPORT OF THE WATERMASTER ENGINEER ON HYDROLOGIC CONDITIONS

Baldwin Park Key Well (see attached graph)

- Located in the central portion of the San Gabriel Valley within the City of Baldwin Park and used as a general indication of water elevations throughout the San Gabriel Valley
- One vertical foot is equivalent to about 8,000 acre-feet of groundwater in the Main Basin
- On November 28, 2018, the Baldwin Park Key Well groundwater elevation was 170.2 feet.
- On December 28, 2018, the Baldwin Park Key Well groundwater elevation was 175.4 feet, **an increase of 1.2 feet** from the prior week. **The new historical low was 169.4 feet on November 21, 2018.**
 - ❖ An increase of about 6 feet from the prior month. Exclusively the result of delivery of about 35,000 acre-feet of untreated imported water to satisfy Upper District's Resource Development Water requirement to Watermaster and Producer Cyclic Storage requests.
 - ❖ About 6 feet lower than one year ago (represents 56,000 acre-feet). Includes an estimated 160,700 acre-feet of untreated imported water in cyclic storage accounts (about 113,200 acre-feet in cyclic storage accounts and about 47,500 acre-feet in MWD Pre-Delivery account), which represents about 20 feet of groundwater elevation at the Key Well.

Rainfall (see attached graphs)

- Data are readily available on a daily basis and are indicative of comparative amount of rainfall in the San Gabriel Valley (percent of average)
- Puddingstone Dam as of December 31, 2018
 - ❖ Average rainfall from July 1st through December 31st of each year is 6.00 inches
 - ❖ Rainfall during July 1, 2018 through December 31, 2018 is 5.95 inches, which is 99 percent of average
 - ❖ Rainfall during July 1, 2017 through December 31, 2017 was 0.11 inches, which was 2 percent of average
 - ❖ Rainfall during July 1, 2017 through June 30, 2018 was 7.03 inches, which was 39 percent of average

- Los Angeles Civic Center as of December 31, 2018
 - ❖ Average rainfall from July 1st through December 31st of each year is 4.12 inches
 - ❖ Rainfall during July 1, 2018 through December 31, 2018 is 4.26 inches, which is 103 percent of average
 - ❖ Rainfall during July 1, 2017 through December 31, 2017 was 0.19 inches, which was 5 percent of average
 - ❖ Rainfall during July 1, 2017 through June 30, 2018 was 4.79 inches, which was 32 percent of average

✚ Reservoir Storage and Releases

- There are three dams and reservoirs located along the San Gabriel River above San Gabriel Canyon. Their primary function is for flood control and also used to store watershed runoff for subsequent groundwater replenishment.
 - ❖ Cogswell Reservoir is located highest in the watershed and has a maximum storage capacity of 10,438 acre-feet
 - ❖ San Gabriel Reservoir is located downstream of and receives releases from Cogswell Reservoir, and has a maximum storage capacity of 44,106 acre-feet
 - ❖ Morris Reservoir is located downstream of and receives releases from San Gabriel Reservoir, and has a maximum storage capacity of 29,944 acre-feet. Releases from Morris Reservoir and San Gabriel Reservoir are used at local surface water treatment plants and used for groundwater replenishment
 - ❖ Total storage capacity is 84,488 acre-feet
 - ❖ The combined minimum pool behind Cogswell, San Gabriel and Morris Reservoirs is about 10,500 acre-feet.
 - ❖ Combined storage as of December 31, 2018 was 22,063 acre-feet (about 26 percent of capacity). **Excluding minimum pool storage, about 11,600 acre-feet is available for direct use or groundwater replenishment.**
 - ❖ San Gabriel Reservoir inflow was 22 cfs and release was 2 cfs as of December 31, 2018. (a portion of that release was delivered to Committee Azusa Conduit)
 - ❖ Morris Reservoir inflow was 0 cfs and release was 0 cfs as of December 31, 2018.

✚ Untreated Imported Water Deliveries

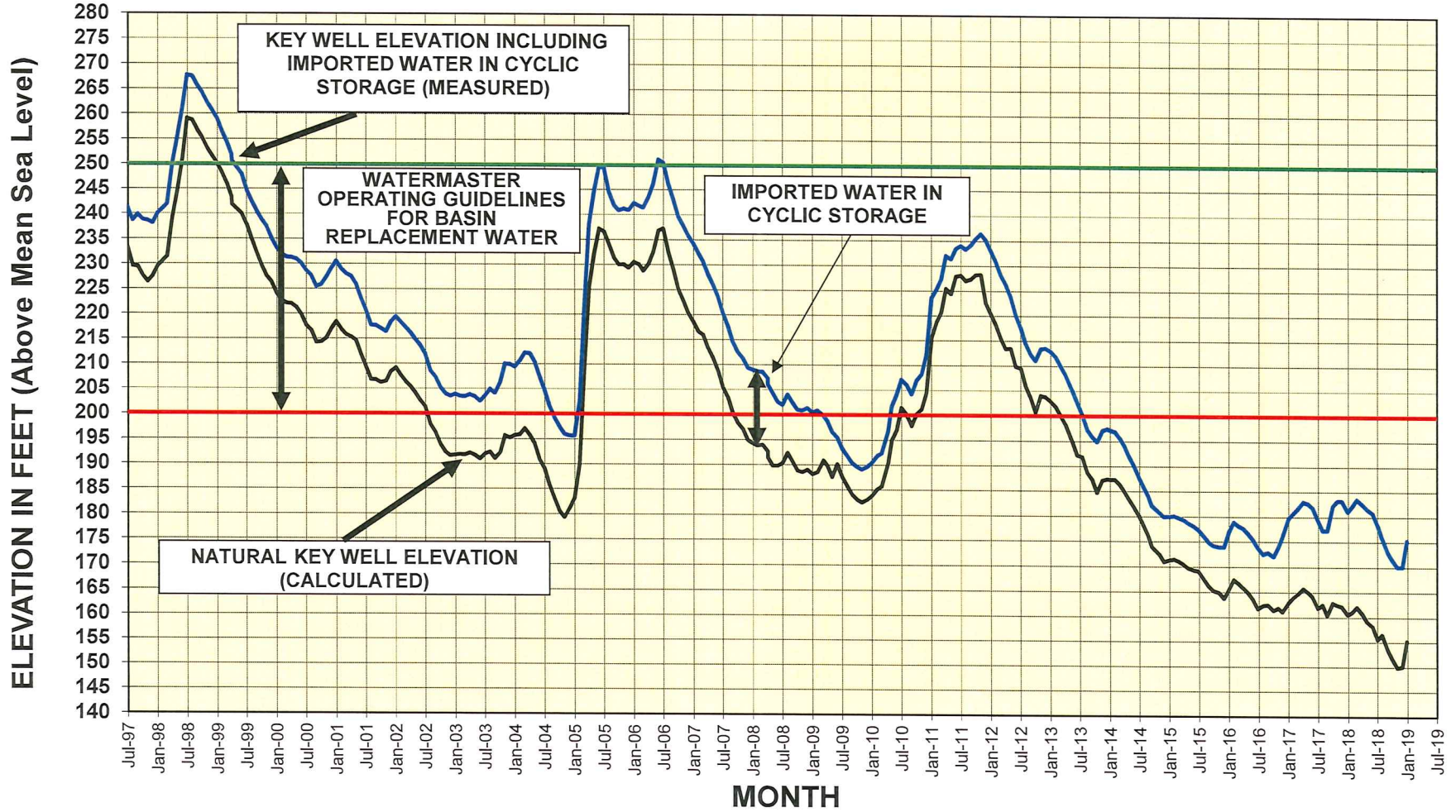
- Upper District
 - ❖ USG-3 is located in San Gabriel Canyon just below Morris Dam, it represents Upper District's primary point of delivery of untreated imported water for groundwater replenishment to the San Gabriel Valley. The typical delivery rate is about 190 cfs (or about 375 acre-feet per day)

- Under the MWD Pre-delivery Agreement, MWD delivered 53,530.4 acre-feet through USG-3 and received a cyclic storage transfer of 5,000 acre-feet from San Gabriel District. Upper District and Watermaster paid MWD for 16,000 acre-feet in December 2017.
 - Upper District requested 36,800 acre-feet to be delivered through USG-3 and San Gabriel District's pipeline. Based on deliveries, Key Well is expected to increase by about 5 feet.
 - Upper District delivered 933.4 acre-feet through USG-3 during October 2018.
 - Upper District delivered 17,032.9 acre-feet through USG-3 during November 2018.
 - Upper District deliveries for December 2018 are estimated to be about 17,000 acre-feet.
 - Upper District will deliver approximately 3,550 acre-feet through San Gabriel District's pipeline to the San Gabriel River at a flow rate of about 42 cfs starting in November 2018 and deliveries will be completed by December 31, 2018.
 - Upper District delivered 427 acre-feet to the San Gabriel Canyon Spreading Grounds and 882 acre-feet to the San Gabriel River during November 2018.
- Three Valleys District
- ❖ Three Valleys District did not make deliveries through USG-3 during November 2018.
 - ❖ Three Valleys District delivered 304.1 acre-feet through PM-26 during November 2018.
 - ❖ Three Valleys District/MWD delivered 1,011 acre-feet to the San Gabriel Canyon Spreading Grounds during November 2018.
- San Gabriel District
- ❖ San Gabriel District did not make deliveries to the San Gabriel Canyon Spreading Grounds during November 2018.
 - ❖ San Gabriel District did not make deliveries to the San Dimas Spreading Grounds during November 2018.
 - ❖ San Gabriel District did not make deliveries to the San Gabriel River during November 2018.

 **Landfill Report**

- Watermaster staff toured the following landfills during the month of December 2018:
 - ❖ Azusa Land Reclamation
 - ❖ Peck Road
 - ❖ Arcadia Reclamation Inc. (formerly Nu Way – Arrow)
 - ❖ Manning Pit
- During the tour, Watermaster staff found that each landfill appeared to operate consistent with the conditions under each landfill's permit.

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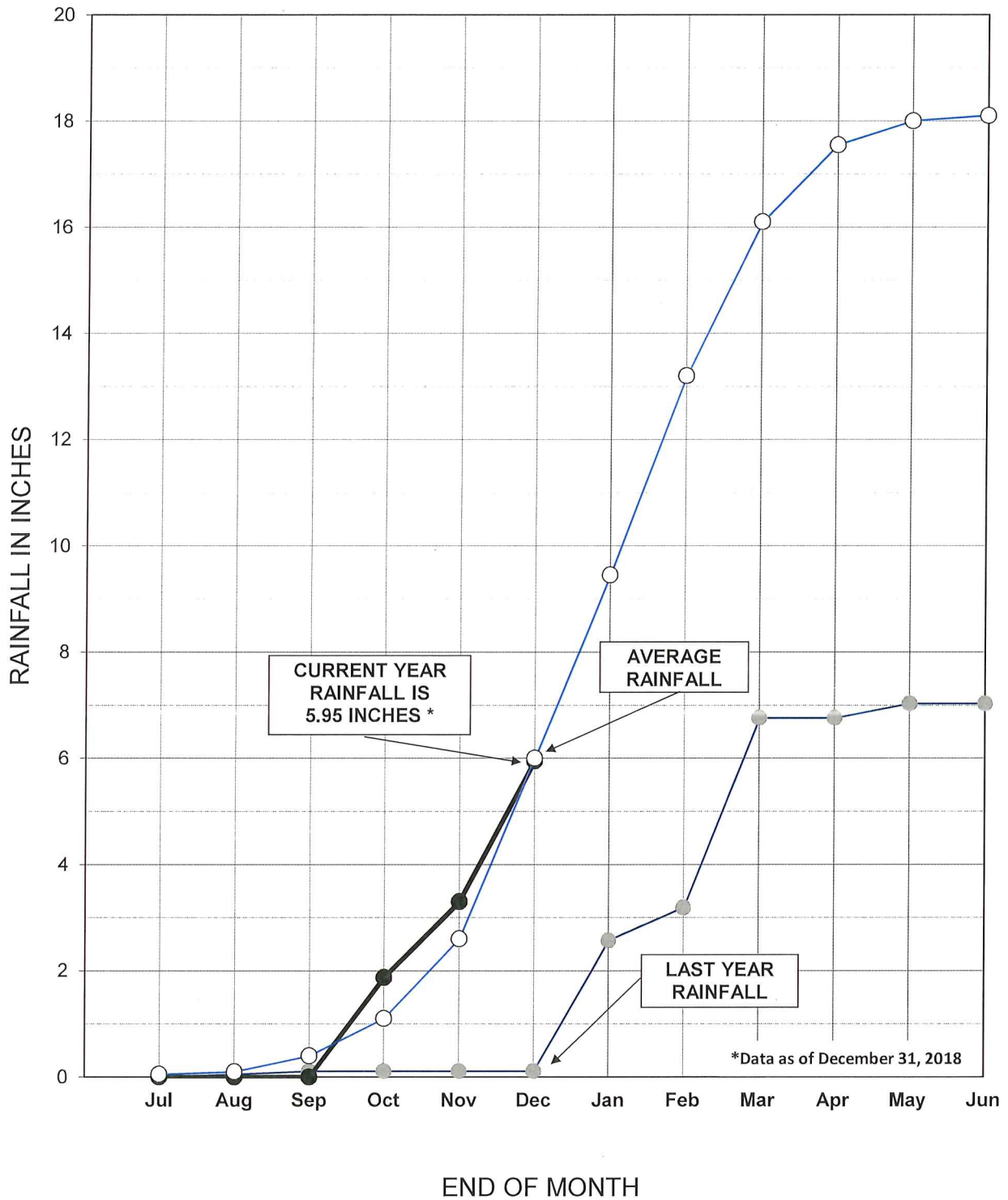
STETSON ENGINEERS INC.

Covina San Rafael Mesa, Arizona

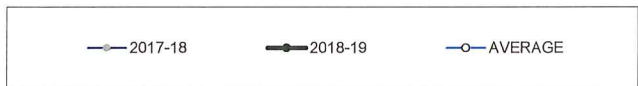
WATER RESOURCE ENGINEERS

MAIN SAN GABRIEL BASIN WATERMASTER

**BALDWIN PARK KEY WELL
GROUNDWATER ELEVATION**

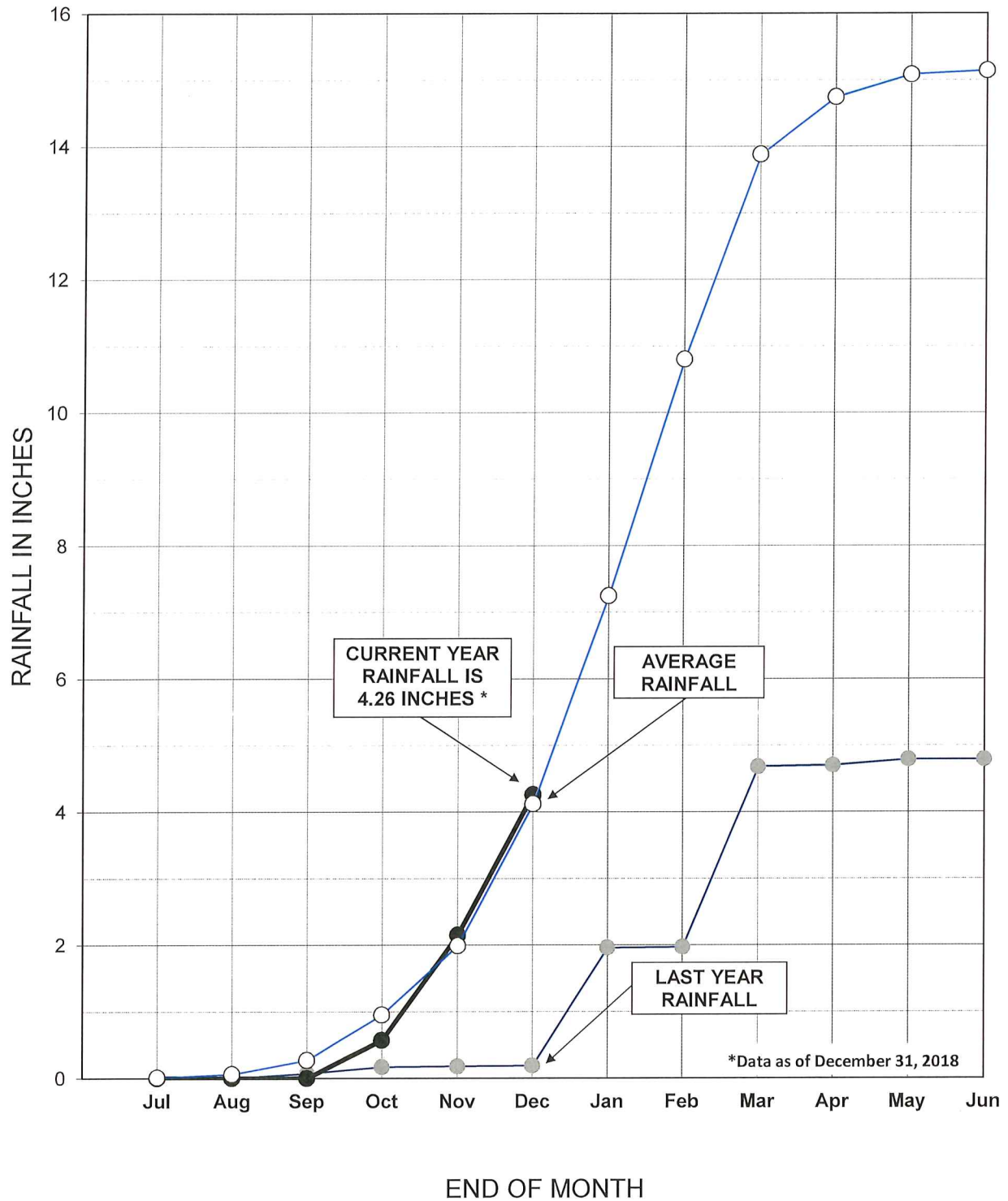


*Data as of December 31, 2018



STETSON ENGINEERS INC.
 Covina San Rafael Mesa, Arizona
 WATER RESOURCE ENGINEERS

MAIN SAN GABRIEL BASIN WATERMASTER
ACCUMULATED RAINFALL
AT PUDDINGSTONE DAM (STATION NO. 96-C)



*Data as of December 31, 2018



STETSON ENGINEERS INC.
 Covina San Rafael Mesa, Arizona
 WATER RESOURCE ENGINEERS

MAIN SAN GABRIEL BASIN WATERMASTER

**ACCUMULATED RAINFALL
 AT LOS ANGELES CIVIC CENTER**

Attachment 7

LPVCWD
Salary & Benefits Billing Summary
as of January 1, 2019

Employee	No.	Hourly Rate (incl. payroll taxes)	OT Hourly (incl. payroll taxes)	Benefits per Hour (w/out PERS)	CalPERS per Hour	Wages, Benefits, & CalPERS Hourly
General Manager	24	\$ 88.29	N/A	\$ 17.20	\$ 14.60	\$ 120.10
Engineering & Compliance Manager	40	\$ 56.27	N/A	\$ 22.07	\$ 3.58	\$ 81.92
Office Manager	9	\$ 51.78	N/A	\$ 24.55	\$ 8.79	\$ 85.12
Water Treatment & Supply Supervisor	12	\$ 51.13	\$ 76.69	\$ 22.49	\$ 8.68	\$ 82.29
Water Distribution Supervisor	7	\$ 46.28	\$ 69.42	\$ 18.48	\$ 7.86	\$ 72.62
Lead Water System Operator	15	\$ 40.84	\$ 61.26	\$ 21.32	\$ 6.93	\$ 69.09
Water System Operator II	23	\$ 40.25	\$ 60.37	\$ 21.30	\$ 6.83	\$ 68.38
Water System Operator II	38	\$ 37.25	\$ 55.88	\$ 18.54	\$ 2.37	\$ 58.16
Water System Operator I	22	\$ 31.15	\$ 46.72	\$ 20.22	\$ 5.29	\$ 56.65
Water System Operator I	31	\$ 31.08	\$ 46.62	\$ 19.67	\$ 5.28	\$ 56.02
Water System Maintenance Worker	18	\$ 30.57	\$ 45.86	\$ 15.57	\$ 5.19	\$ 51.33
Customer Service & Accounting Clerk II	11	\$ 29.72	\$ 44.58	\$ 12.04	\$ 5.04	\$ 46.80
Customer Service & Accounting Clerk I	33	\$ 27.73	\$ 41.60	\$ 4.47	\$ 1.76	\$ 33.96
Customer Service & Accounting Clerk I	42	\$ 19.91	\$ 29.86	\$ 0.30	\$ -	\$ 20.20