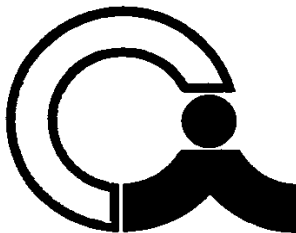


CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING AGENDA

AUGUST 13, 2015
9:00 AM



Mayor Mark Radecki
Mayor Pro Tem Cory Moss
Council Member Roy Haber, III
Council Member Jeff Parriott
Council Member Newell Ruggles

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

Addressing the City Council:

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

Americans with Disabilities Act:

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

Agendas and other writings:

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

- 4.1 Presentation by Michael Cacciotti, Governing Board Member of the South Coast Air Quality Management District (AQMD), providing programs offered by the AQMD.

5. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the City Council, the public, or staff request specific items be removed from the Consent Calendar for separate action.

- 5.1 Consideration of Register of Demands.

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

- 5.2 Consideration of the minutes of the June 9, 2015 and the June 10, 2015 special meetings.

RECOMMENDED ACTION: Approve as submitted.

- 5.3 Consideration of an agreement between the City of Industry and Crowell & Moring, LLP for special legal counsel services.

RECOMMENDED ACTION: Approve the agreement.

- 5.4 Consideration of a report of attendance at the recent California Contract Cities Association Annual Municipal Seminar held on May 14-17, 2015.

RECOMMENDED ACTION: Receive and file.

- 5.5 Consideration of a Second Amendment to Professional Services Agreement between the City of Industry and Trimark Associates to provide Data Acquisition System, Meteorological Station and revenue meter services for the Metrolink Solar and Electrical Vehicle Charging Facility for an annual budget amount of \$20,720.00.

RECOMMENDED ACTION: Approve the Amendment.

- 5.6 Consideration of Contract Completion documents submitted by American Asphalt South in the amount of \$230,967.17 for Contract No. CITY-1424, 2014-2015 Slurry Seal and Parking Lot Sealcoat.

RECOMMENDED ACTION: Authorize the City Engineer to execute and file contract completion documents and to receive and file the final accounting.

6. **ACTION ITEMS**

- 6.1 Consideration of a Professional Services Agreement between the City of Industry and Waste Systems Technology, Inc., to provide commercial waste reduction and education program for a budget amount of \$240,785.00.

RECOMMENDED ACTION: Approve the Agreement.

- 6.2 Consideration of a rebate payment to Pacific Palms Resort for energy efficiency and permanent load shift incentives in the amount of \$516,402.00.

RECOMMENDED ACTION: Approve the rebate calculation report and authorize payment in the amount of \$516,402.00 to Pacific Palms Resort.

- 6.3 Consideration of award of Contract No. CITY-1420, Walnut Drive South Widening and Storm Drain Improvements (IPD-233), to OHL USA, Inc., in the amount of \$1,444,572.00.

RECOMMENDED ACTION: Award the contract to OHL USA, Inc. in the amount of \$1,444,572.00.

- 6.4 Consideration of award of Contract No. CITY-1422, Clark Avenue Widening and Sidewalk Construction and Salt Lake Avenue Sidewalk Construction, to Sully-Miller Contracting Co., in the amount of \$632,064.95.

RECOMMENDED ACTION: Award the contract to Sully-Miller Contracting Co. in the amount of \$1,444,572.00.

- 6.5 Consideration to advertise for solicitation of public bids for Contract No. CITY-1425, 2015 Cleanout of Stormwater Treatment Devices, for an estimated cost of \$120,000.00.

RECOMMENDED ACTION: Approve the plans and specifications and authorize the advertising for receipt of sealed bids.

- 6.6 Consideration of Resolution No. CC 2015-22 - A RESOLUTION OF THE CITY OF INDUSTRY REQUIRING THAT AS OF THE DATE OF THE ADOPTION OF RESOLUTION NO. CC 2015-22 ONLY RESIDENTS OF THE CITY OF INDUSTRY, AGE EIGHTEEN AND ABOVE, ARE ELIGIBLE TO SERVE ON A CITY OF INDUSTRY PLANNING COMMISSION.

RECOMMENDED ACTION: Adopt Resolution No. CC 2015-22.

- 6.7 Consideration of the Designation of a Voting Delegate and Alternate for the Annual Business Meeting (General Assembly) at the League of California Cities 2015 Annual Conference.

RECOMMENDED ACTION: Designate a voting delegate and up to two alternates, and authorize the Deputy City Clerk to affirm the action of the City Council.

7. **CITY COUNCIL COMMITTEE REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

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

10.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Industry Speedway, LLC v. City of Industry, et al.
Los Angeles Superior Court, East District
Case No. KC67366

11. Adjournment. Next regular meeting: Thursday, August 27, 2015 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF AUGUST 13, 2015**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	3,945,138.30
105	AQMD GRANT FUND	3,838.68
120	CAPITAL IMPROVEMENT FUND	332,845.60
161	IPUC - ELECTRIC	396,454.16
440	INDUSTRY PUBLIC FACILITY AUTHORITY	85.70
TOTAL ALL FUNDS		4,678,362.44

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	1,341,818.72
REF	REFUSE - CKING ACCOUNT	1,171,975.15
WFBK	WELLS FARGO- CKING ACCOUNT	2,164,568.57
TOTAL ALL BANKS		4,678,362.44

**CITY OF INDUSTRY
BANK OF AMERICA
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITYELEC.CHK - City Electric				
1359	07/22/2015		CITY OF INDUSTRY	\$276,441.64
	Invoice	Date	Description	Amount
	07/22/15	07/22/2015	TRANSFER FUNDS-ELECTRIC	\$276,441.64
CITYGEN.CHK - City General				
24275	07/15/2015		U.S. BANK	\$851,090.60
	Invoice	Date	Description	Amount
	07/15/15	07/15/2015	PFA-2010 LEASE REVENUE BOND	\$851,090.60
24276	07/22/2015		CITY OF INDUSTRY	\$54,878.61
	Invoice	Date	Description	Amount
	07/22/15-A	07/22/2015	TRANSFER FUNDS-SAVINGS	\$54,878.61
24277	07/22/2015		CITY OF INDUSTRY	\$159,407.87
	Invoice	Date	Description	Amount
	07/22/15-B	07/22/2015	TAX OVERRIDE TRANSFER	\$159,407.87

Checks	Status	Count	Transaction Amount
	Total	4	\$1,341,818.72

**CITY OF INDUSTRY
WELLS FARGO REFUSE
August 13, 2015**

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
WT189	08/04/2015		CITY OF INDUSTRY DISPOSAL CO.	\$1,171,461.47
	Invoice	Date	Description	Amount
	2246694	07/31/2015	REFUSE SVC 7/1-7/31/15	\$1,171,461.47
4157	07/26/2015		FRESH N EASY	\$106.50
	Invoice	Date	Description	Amount
	07/22/15	07/26/2015	REFUND-ACCT #040520	\$106.50
4158	07/27/2015		JAMBA JUICE	\$195.01
	Invoice	Date	Description	Amount
	07/27/15	07/27/2015	REFUND-ACCT #046102	\$195.01
4159	07/30/2015		LIN25XOX	\$212.17
	Invoice	Date	Description	Amount
	07/30/15	07/30/2015	REFUND-ACCT #081226	\$212.17

Checks	Status	Count	Transaction Amount
	Total	4	\$1,171,975.15

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
62262	07/22/2015		AT & T MOBILITY	\$68.19
	Invoice	Date	Description	Amount
	2016-00000057	07/07/2015	FINAL BILL-TIM SPOHN	\$68.19
62263	07/22/2015		BROWN & BROWN INSURANCE	\$342,653.88
	Invoice	Date	Description	Amount
	SPP101133504-C	07/20/2015	COI-GENRAL LIABILITY RENEWAL	\$124,347.04
	268654	07/10/2015	COI-EARTHQUAKE RENEWAL-PRIMARY	\$44,678.37
	268655	07/10/2015	COI-EARTHQUAKE RENEWAL-EXCESS	\$28,903.22
	268658	07/10/2015	COI-PACKAGE RENEWAL	\$139,055.25
	268657	07/10/2015	COI-AIRPORT LIABILITY	\$5,670.00
62264	07/22/2015		INDUSTRY PUBLIC UTILITY	\$3,732.23
	Invoice	Date	Description	Amount
	2016-00000058	07/16/2015	6/10-7/10/15 SVC-600 BREA CYN RD	\$3,732.23
62265	07/22/2015		PAETEC COMMUNICATIONS	\$727.99
	Invoice	Date	Description	Amount
	58588578	07/10/2015	PHONE SVC-JUL 2015	\$727.99
62266	07/22/2015		RICOH USA, INC.	\$3,448.87
	Invoice	Date	Description	Amount
	46423145	07/11/2015	COPIER LEASE-JUL 2015	\$3,166.14
	46429913	07/11/2015	COPIER LEASE-HR	\$282.73
62267	07/22/2015		SAN GABRIEL VALLEY WATER CO.	\$763.36
	Invoice	Date	Description	Amount
	2016-00000049	07/17/2015	6/15-7/17/15 SVC-14329 VALLEY	\$763.36
62268	07/22/2015		SO CALIFORNIA EDISON COMPANY	\$3,133.48
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2016-00000043	07/14/2015	5/14-7/9/15 SVC-VARIOUS SITES	\$629.47
	2016-00000044	07/14/2015	6/11-7/13/15 SVC-575 BALDWIN PK AVE U	\$70.27
	2016-00000045	07/15/2015	6/12-7/14/15 SVC-490 7TH U	\$69.28
	2016-00000046	07/18/2015	6/17-7/17/15 SVC-1341 FULLERTON RD	\$37.31
	2016-00000047	07/18/2015	6/17-7/17/15 SVC-17635 GALE AVE	\$2,252.12
	2016-00000048	07/18/2015	6/17-7/17/15 SVC-17370 GALE AVE	\$75.03
62269	07/22/2015		VERIZON	\$716.91
	Invoice	Date	Description	Amount
	2016-00000042	07/04/2015	7/4-8/13/15 SVC-GENERATOR SITE-TELEMETRY	\$57.54
	2016-00000050	07/10/2015	7/7-8/6/15 SVC-GENERATOR SITE TELEMETRY	\$24.81
	2016-00000051	07/10/2015	7/10-8/9/15 SVC-841 7TH - SHERIFF YOUTH CTR	\$96.75
	2016-00000052	07/10/2015	7/10-8/9/15 SVC-ELECTRIC MODEM	\$54.76
	2016-00000053	07/10/2015	7/10-8/9/15 SVC-ELECTRIC MODEM	\$61.98
	2016-00000054	07/10/2015	7/10-8/9/15 SVC-600 BREA CYN RD	\$221.01
	2016-00000055	07/10/2015	7/10-8/9/15 SVC-GENERATOR SITE-TELEMETRY	\$54.76
	2016-00000056	07/10/2015	7/10-8/9/15 SVC-GENERATOR SITE-TELEMETRY	\$145.30
62270	07/22/2015		BANK OF AMERICA - VISA	\$1,603.85
	Invoice	Date	Description	Amount
	2016-00000061	07/06/2015	06/07-07/06/15 AUTHORIZED REP	\$1,165.46
	2016-00000062	07/06/2015	06/07-07/06/15 J. BALLAS	\$403.09
	2016-00000063	07/06/2015	06/07-07/06/15 B. JAMES	\$35.30
62271	07/22/2015		EXXON MOBIL	\$1,205.12
	Invoice	Date	Description	Amount
	72006767507	07/09/2015	FUEL-SECURITY VEHICLES	\$1,205.12
62272	07/22/2015		GAS COMPANY, THE	\$116.81
	Invoice	Date	Description	Amount
	2016-00000059	07/13/2015	3/9-7/6/15 SVC-2700 CHINO HILLS PKWY	\$116.81

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
62273	07/22/2015		PITNEY BOWES, INC.	\$103.75
	Invoice	Date	Description	Amount
	8554990-JY15	07/13/2015	POSTAGE MACHINE-JUL 2015	\$103.75
62274	07/22/2015		VERIZON	\$61.94
	Invoice	Date	Description	Amount
	2016-00000060	07/04/2015	7/4-8/3/15 SVC-ELECTRIC MODEM	\$61.94
62275	07/23/2015		NOBLE AMERICAS ENERGY	\$524.79
	Invoice	Date	Description	Amount
	151950004634205	07/14/2015	WHOLESALE GAS-JUN 2015	\$524.79
62276	07/23/2015		SO CALIFORNIA EDISON COMPANY	\$10,000.00
	Invoice	Date	Description	Amount
	7590006735	07/14/2015	ADVANCE PAYMENT-STREET LIGHT VALUATION	\$10,000.00
62277	07/28/2015		AT & T	\$222.54
	Invoice	Date	Description	Amount
	2016-00000065	07/17/2015	7/17-8/16/15 SVC-TONNER GUARD SHACK	\$113.23
	2016-00000066	07/17/2015	7/17-8/16/15 SVC-TONNER RADIO	\$109.31
62278	07/28/2015		CITY OF CHINO HILL UTILITY	\$385.30
	Invoice	Date	Description	Amount
	2016-00000072	07/17/2015	6/15-7/15/15 SVC-1550 RANCHO HILLS DR	\$385.30
62279	07/28/2015		GAS COMPANY, THE	\$38.65
	Invoice	Date	Description	Amount
	2016-00000073	07/21/2015	6/17-7/17/15 SVC-1341 FULLERTON RD	\$38.65
62280	07/28/2015		MCI COMM SERVICE	\$32.33

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	HATCHER-JUL15	07/17/2015	HATCHER WAREHOUSE-JUL 2015	\$32.33
62281	07/28/2015	ROWLAND WATER DISTRICT		\$850.06
	Invoice	Date	Description	Amount
	1135HATCH-JUL15	07/23/2015	6/16-7/14/15 SVC-1135 HATCHER ST	\$61.76
	1123CHATCH-JUL15	07/23/2015	6/16-7/14/15 SVC-1123C HATCHER	\$128.46
	2016-00000075	07/23/2015	6/16-7/15/15 SVC-1100 AZUSA AVE	\$152.66
	2016-00000076	07/23/2015	6/16-7/14/15 SVC-17217 & 17229 CHESTNUT-IRR	\$227.06
	2016-00000077	07/23/2015	6/16-7/14/15 SVC-755 NOGALES (RC)	\$120.88
	2016-00000078	07/23/2015	6/16-7/14/15 SVC-AZUSA AVE (RC0	\$94.58
	1123DHATCH-JUL15	07/23/2015	6/16-7/14/15 SVC-1123D HATCHER ST	\$64.66
62282	07/28/2015	SAN GABRIEL VALLEY WATER CO.		\$207.44
	Invoice	Date	Description	Amount
	8417TH-JUL15	07/21/2015	6/17-7/20/15 SVC-841 S SEVENTH	\$169.22
	2016-00000074	07/20/2015	6/16-7/17/15 SVC-336 EL ENCANTO	\$38.22
62283	07/28/2015	SO CALIFORNIA EDISON COMPANY		\$61,650.21
	Invoice	Date	Description	Amount
	2016-00000079	07/24/2015	6/23-7/23/15 SVC-21380 VALLEY BLVD	\$83.61
	2016-00000080	07/24/2015	6/23-7/23/15 SVC-575 S BREA CYN	\$25.96
	2016-00000081	07/21/2015	6/23-7/23/15 SVC-580 S BREA CYN	\$25.80
	2016-00000082	07/21/2015	6/17-7/17/15 SVC-VARIOUS SITES	\$3,030.45
	2016-00000083	07/21/2015	2/20-7/1/15 SVC-VARIOUS SITES	\$39,419.70
	5010 ENGRD-JUL15	07/25/2015	6/24-7/24/15 SVC-5010 EGLISH RD	\$49.54
	2016-00000084	07/21/2015	6/17-7/17/15 SVC-VARIOUS SITES	\$2,138.12
	2016-00000085	07/21/2015	6/17-7/17/15 SVC-15415 DON JULIAN RD	\$2,832.65
	2016-00000086	07/21/2015	6/17-7/17/15 SVC-VARIOUS SITES	\$5,563.03
	841 7TH-JUL15	07/21/2015	6/17-7/17/15 SVC-841 7TH AVE	\$1,199.95
	2016-00000088	07/21/2015	6/17-7/17/15 SVC-PECK RD S/0 PELISIER	\$36.47

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2016-00000089	07/21/2015	6/17-7/17/15 SVC-VARIOUS SITES	\$84.06
	2016-00000090	07/21/2015	6/1-7/1/15 SVC-VARIOUS SITES	\$4,166.75
	2016-00000091	07/21/2015	6/17-7/17/15 SVC-15415 DON JULIAN RD	\$251.13
	2016-00000092	07/21/2015	6/17-7/17/15 SVC-VARIOUS SITES	\$2,742.99
62284	07/28/2015		SO CALIFORNIA EDISON COMPANY	\$219.58
	Invoice	Date	Description	Amount
	2016-00000087	07/21/2015	4/17-6/17/15 SVC-19001 TONNER CYN RD	\$219.58
62285	07/28/2015		SUBURBAN WATER SYSTEMS	\$1,528.11
	Invoice	Date	Description	Amount
	180070515677	07/22/2015	6/20-7/22/15 SVC-205 HUDSON	\$49.93
	180040703846	07/23/2015	6/23-7/23/15 SVC-AZUSA & GEMINI	\$1,478.18
62286	07/28/2015		VERIZON	\$273.51
	Invoice	Date	Description	Amount
	2016-00000069	07/16/2015	7/16-8/15/15 SVC-GENERATOR SITE-TELEMETRY	\$47.02
	2016-00000070	07/16/2015	7/16-8/15/15 SVC-PH AUTO PLAZA	\$161.74
	2016-00000071	07/16/2015	7/16-8/15/15 SVC-BREA CYN PUMP STN	\$64.75
62287	08/04/2015		AT & T	\$176.00
	Invoice	Date	Description	Amount
	3583797201	07/23/2015	06/19-07/18/15 SVC - METROLINK	\$176.00
62288	08/04/2015		GAS COMPANY, THE	\$44.34
	Invoice	Date	Description	Amount
	2016-00000119	07/28/2015	06/24-07/24/15 SVC - 15415 DON JULIAN RD	\$44.34
62289	08/04/2015		ROWLAND WATER DISTRICT	\$1,376.45
	Invoice	Date	Description	Amount
	2016-00000126	07/23/2015	06/16-07/14/15 SVC - HURLEY ST & VALLEY	\$274.29

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2016-00000127	07/23/2015	06/16-07/14/15 SVC - 18044 ROWLAND-LAWSON	\$82.06
	2016-00000128	07/23/2015	06/16-07/14/15 SVC - 17401 VALLEY BLVD	\$393.19
	2016-00000129	07/23/2015	06/16-07/14/15 SVC - 930 AZUSA AVE	\$404.79
	2016-00000130	07/23/2015	06/16-07/15/15 SVC - AZUSA AVE 205597	\$108.16
	2016-00000131	07/23/2015	06/16-07/15/15 SVC - AZUSA AVE - CENTER	\$113.96
62290	08/04/2015		SAN GABRIEL VALLEY WATER CO.	\$6,279.36
	Invoice	Date	Description	Amount
	2016-00000107	07/29/2015	06/25-07/28/15 SVC - IRRIG SALT LAKE/SEVENTH	\$208.24
	2016-00000108	07/29/2015	06/25-07/28/15 SVC - CROSSROADS PKWY SOUTH	\$731.76
	2016-00000109	07/29/2015	06/25-07/28/15 SVC - CROSSROADS PKWY STA 103-	\$169.33
	2016-00000110	07/29/2015	06/25-07/28/15 SVC - CROSSROADS PKWY SOUTH	\$549.94
	2016-00000111	07/29/2015	06/25-07/28/15 SVC - CROSSROADS PKWY NORTH	\$1,026.44
	2016-00000112	07/29/2015	06/25-07/28/15 SVC - CROSSROADS PKWY NORTH	\$993.80
	2016-00000113	07/29/2015	06/25-07/28/15 SVC - CROSSROADS PKWY STA 111-	\$335.48
	2016-00000114	07/29/2015	06/25-07/28/15 SVC - PELLISSIER	\$252.13
	2016-00000115	07/29/2015	06/25-07/28/15 SVC - PELLISSIER	\$351.16
	2016-00000116	07/29/2015	06/25-07/28/15 SVC - PECK/UNION PACIFIC BRIDGE	\$606.37
	2016-00000117	07/29/2015	06/25-07/28/15 SVC - S/E COR OF PELLISSIER	\$716.09
	2016-00000118	07/29/2015	06/25-07/28/15 SVC - PELLISSIER	\$338.62
62291	08/04/2015		SO CALIFORNIA EDISON COMPANY	\$1,464.87
	Invoice	Date	Description	Amount
	2016-00000120	07/29/2015	06/25-07/27/15 SVC - BREA CYN-VARIOUS SITES	\$88.60
	2016-00000121	07/30/2015	06/29-07/29/15 SVC - 137 N HUDSON AVE	\$352.17
	2016-00000122	07/28/2015	06/25-07/27/15 SVC - 745 ANAHEIM PUENTE RD CP	\$73.10
	2016-00000123	07/28/2015	06/25-07/27/15 SVC - 17378 E GALE B	\$52.13
	2016-00000124	07/31/2015	06/29-07/29/15 SVC - 205 N HUDSON AVE	\$658.86
	5010ENGL-JUL15	07/31/2015	06/29-07/29/15 SVC - 5010 ENGLISH	\$123.74
	2016-00000125	07/28/2015	06/01-07/24/15 SVC - 600 S BREA CYN RD	\$116.27

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
62292	08/04/2015		SO CALIFORNIA EDISON COMPANY	\$12,724.70
	Invoice	Date	Description	Amount
	7500584216	07/17/2015	06/01-06/30/15 SVC - OLD RANCH RD/MAYO AVE	\$5,623.22
	7500584217	07/17/2015	06/01-06/30/15 SVC - 208 S. WADDINGHAM WAY	\$3,667.31
	7500584218	07/17/2015	06/01-06/30/15 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46
	7500584228	07/17/2015	06/01-06/30/15 SVC - 133 N. AZUSA AVE	\$1,901.61
	7500585834	07/24/2015	04/01-04/30/15 SVC - RELIABILITY SVC	\$505.10
62293	08/04/2015		VERIZON	\$323.64
	Invoice	Date	Description	Amount
	2016-00000101	07/19/2015	07/19-08/18/15 SVC - GENERATOR SITE-TELEMETRY	\$41.61
	2016-00000102	07/19/2015	07/19-08/18/15 SVC - FOLLOW'S CAMP	\$64.41
	2016-00000103	07/19/2015	07/19-08/18/15 SVC - ELECTRIC MODEM	\$54.83
	2016-00000104	07/19/2015	07/19-08/18/15 SVC - ELECTRIC MODEM	\$52.54
	2016-00000105	07/22/2015	07/22-08/21/15 SVC - GENERATOR SITE-TELEMETRY	\$57.69
	2016-00000106	07/22/2015	07/22-08/21/15 SVC - ELECTRIC MODEM	\$52.56
62294	08/13/2015		ABORTA-BUG PEST CONTROL	\$95.00
	Invoice	Date	Description	Amount
	16421	07/24/2015	QTRLY SVC-TONNER CYN	\$95.00
62295	08/13/2015		ADAMS, MERCYLYN, ALICE	\$48.39
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$48.39
62296	08/13/2015		ADVANCED APPLIED ENGINEERING,	\$2,432.30
	Invoice	Date	Description	Amount
	21211	06/30/2015	SIGNAL DESIGN-NELSON/SUNSET	\$2,432.30
62297	08/13/2015		AMADOR, ROSE M.	\$40.32
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$40.32
62298	08/13/2015		APPLIED METERING	\$880.00
	Invoice	Date	Description	Amount
	5245	07/16/2015	METER MAINT-JUN 2015	\$880.00
62299	08/13/2015		ARAMARK REFRESHMENT SERVICE,	\$114.95
	Invoice	Date	Description	Amount
	9394265	07/28/2015	COFFEE/OFFICE SUPPLIES	\$114.95
62300	08/13/2015		AVANT-GARDE, INC	\$5,060.00
	Invoice	Date	Description	Amount
	3761	07/17/2015	PROGRAM MGMT-AZUSA AVE BRIDGE	\$4,840.00
	3760	07/17/2015	PROJECT MGMT SVC-CITY BRIDGES	\$220.00
62301	08/13/2015		BLAKE AIR CONDITIONING	\$1,454.60
	Invoice	Date	Description	Amount
	35706	07/22/2015	A/C MAINT-CITY HALL	\$221.00
	35644	07/17/2015	A/C MAINT-CITY HALL	\$214.60
	M31977	07/30/2015	QTRLY A/C MAINT-CITY HALL	\$1,019.00
62302	08/13/2015		BORER, JIM	\$375.00
	Invoice	Date	Description	Amount
	15149	07/13/2015	TREE INSPECTION-16622 JOHNSON DR	\$375.00
62303	08/13/2015		BRYAN PRESS	\$987.69
	Invoice	Date	Description	Amount
	0073164	07/14/2015	BUSINESS CARD MASTERS	\$467.61
	0073124	07/14/2015	BUSINESS CARDS-P. PHILIPS	\$44.15
	0072987	07/20/2015	LETTERHEAD-IPFA	\$85.70
	0073204	07/24/2015	LETTERHEAD-IDA	\$144.43

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	0073167	07/22/2015	RECEIPT BOOKS	\$245.80
62304	08/13/2015		CALIFORNIA CONTRACT CITIES	\$4,847.00
	Invoice	Date	Description	Amount
	1750	07/01/2015	ANNUAL DUES FY 2015-2016	\$4,847.00
62305	08/13/2015		CARGILE, NAN	\$40.32
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$40.32
62306	08/13/2015		CASC ENGINEERING AND	\$4,159.50
	Invoice	Date	Description	Amount
	33888	06/30/2015	NPDES ENG SVC-COI	\$4,159.50
62307	08/13/2015		CHANG, JESSICA	\$24.19
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$24.19
62308	08/13/2015		CHANG, PEI , LIU	\$24.19
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$24.19
62309	08/13/2015		CHAO, SHIN M.	\$125.00
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$125.00
62310	08/13/2015		CHEM PRO LABORATORY, INC	\$269.00
	Invoice	Date	Description	Amount
	591617	06/23/2015	WATER TREATMENT-JUN 2015	\$269.00
62311	08/13/2015		CHENG, HAO	\$48.39

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$48.39
62312	08/13/2015		CHENG, TIEN-TSU	\$108.87
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$108.87
62313	08/13/2015		CHEW, CLINTON	\$76.61
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$76.61
62314	08/13/2015		CHOU, TERESA	\$125.00
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$125.00
62315	08/13/2015		CHOW, ALICE	\$56.45
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$56.45
62316	08/13/2015		CHUNG, PETER C.	\$20.16
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$20.16
62317	08/13/2015		CITY OF INDUSTRY	\$1,103.26
	Invoice	Date	Description	Amount
	2015-00000034	06/30/2015	IH FUEL PUMP-SECURITY VEHICLES	\$972.28
	2015-00000036	06/30/2015	IH FUEL PUMP-CITY VEHICLES	\$92.31
	2015-00000040	05/31/2015	IH FUEL PUMP-CITY VEHICLES	\$38.67
62318	08/13/2015		CITY OF INDUSTRY DISPOSAL CO.	\$4,724.16
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2189338	06/30/2015	MO SVC-CITY RESIDENCES	\$2,362.08
	2213702	07/31/2015	MP SVC-CITY RESIDENCES	\$2,362.08
62319	08/13/2015		CITY OF INDUSTRY-MEDICAL	\$228,555.85
	Invoice	Date	Description	Amount
	REG 8/13/15	08/05/2015	TRANSFER FUNDS-MEDICAL	\$228,555.85
62320	08/13/2015		CITY OF INDUSTRY-PAYROLL ACCT	\$150,000.00
	Invoice	Date	Description	Amount
	P/R 7/31/15	07/29/2015	PAYROLL REIMBURSEMENT FOR 7/31/15	\$150,000.00
62321	08/13/2015		CITY OF INDUSTRY-REFUSE	\$9,579.41
	Invoice	Date	Description	Amount
	2191319	07/01/2015	DISP SVC-CITY BUS STOPS	\$4,376.33
	2190698	07/01/2015	DISP SVC-CITY HALL	\$299.47
	2190959A	07/01/2015	DISP SVC-205 HUDSON	\$184.24
	2190959B	07/01/2015	DISP SVC-841 7TH AVE	\$184.24
	2190699	07/01/2015	DISP SVC-TRES HERMANOS	\$138.38
	2191899	06/30/2015	DISP SVC-1123 HATCHER	\$2,709.00
	2192087	07/01/2015	DISP SVC-AZUSA & GALE	\$1,443.00
	2192102	07/01/2015	DISP SVC-TONNER CYN	\$244.75
62322	08/13/2015		CNC ENGINEERING	\$278,724.19
	Invoice	Date	Description	Amount
	43638	07/30/2015	66KV ELECTRICAL SUBSTATION FACILITY	\$2,801.58
	43639	07/30/2015	ON-CALL STREET MAINT PROGRAM	\$5,084.29
	43640	07/30/2015	WALNUT DR SOUTH WIDENING	\$11,772.21
	43641	07/30/2015	CLARK AVE WIDENING	\$10,181.02
	43642	07/30/2015	2014-2015 SLURRY SEAL	\$1,278.36
	43643	07/30/2015	GENERAL ENGINEERING SVC-CIP	\$73,967.78
	43644	07/30/2015	GENERAL ENGINEERING SVC 7/6-7/26/13	\$76,402.55

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
43645	07/30/2015	TONNER CYN PROPERTY	\$1,357.33
43646	07/30/2015	PUENTE VALLEY OPERABLE UNIT PROJECT	\$392.20
43648	07/30/2015	IUDA & CITY OWNED PROPERTY ATLAS	\$10,989.55
43649	07/30/2015	TRES HERMANOS GENERAL ENGINEERING	\$567.10
43650	07/30/2015	MAINT OF CITY HALL-15625 STAFFORD	\$2,968.00
43651	07/30/2015	MAINT OF IMC BUILDING	\$567.10
43652	07/30/2015	HOMESTEAD MUSEUM MAINT	\$784.40
43653	07/30/2015	RESURFACING-VARIOUS STREETS	\$8,296.10
43654	07/30/2015	UPRR PREEMTION SAFE CHECKS	\$156.88
43655	07/30/2015	LOS ANGELES SUB QUIET ZONE	\$3,454.28
43656	07/30/2015	OPERAION AND MAINT OF METRO PAKING LOT	\$4,375.68
43657	07/30/2015	TRAFFIC SIGNAL-NELSON/SUNSET	\$162.71
43658	07/30/2015	INDUSTRY HILLS-FUEL TANK DISPENSING	\$1,067.95
43659	07/30/2015	PROPERTY MGMT-CITY OWNED PROPERTIES	\$3,634.62
43660	07/30/2015	AZUSA AVA BRIDGE PAINTING	\$4,892.43
43661	07/30/2015	FISCAL YEAR BUDGET	\$1,353.09
43662	07/30/2015	STORM DRAIN IN AJAX AVE	\$1,882.56
43663	07/30/2015	FOLLOW'S CAMP PROPERTY	\$941.28
43664	07/30/2015	VARIOUS ASSIGNMENTS-SA TO IUDA	\$21,205.86
43665	07/30/2015	METROLINK STN/COMMUTER RAIN STN	\$784.40
43666	07/30/2015	FOOTHILL TRANSIT PARKING STRUCTURE	\$162.71
43667	07/30/2015	BONELLI ST RESURFACING	\$156.88
43668	07/30/2015	GATEWAY CITIES COUNCIL OF GOVERNMENTS	\$488.13
43669	07/30/2015	CIVIC-FINANCIAL CENTER LANDSCAPING	\$1,203.37
43670	07/30/2015	ARENTH AVE RECONSTRUCTION	\$2,579.24
43671	07/30/2015	COI MUNICIPAL CODE COMPLIANCE	\$627.52
43672	07/30/2015	FIRE STN #118 EXTERIOR PAINTING	\$784.40
43673	07/30/2015	COI PAVEMENT MGMT SYSTEM	\$6,249.78
43674	07/30/2015	FULLERTON RD GRADE SEPARATION STUDY	\$5,101.52
43675	07/30/2015	ALAMEDA CORRODOR EAST PROJECTS	\$162.72
43676	07/30/2015	FAIRWAY DR GRADE SEPARATION	\$4,012.11

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	43677	07/30/2015	NOGALES GRADE SEPARATION	\$398.03
	43647	07/30/2015	CITY ELECTRICAL FACILITES	\$476.47
	082015	08/01/2015	MEALS/WHEELS RENT-AUG 2015	\$5,000.00
62323	08/13/2015		CO, JOHN G.	\$48.39
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$48.39
62324	08/13/2015		CONSOLIDATED ELECTRICAL DIST.	\$195.58
	Invoice	Date	Description	Amount
	3301-496160	07/17/2015	ELECTRICAL SUPPLIES-IMC	\$165.72
	3301-496103	07/15/2015	ELECTRICAL SUPPLIES-HOMESTEAD	\$29.86
62325	08/13/2015		COUNTY OF LOS ANGELES	\$2,814.81
	Invoice	Date	Description	Amount
	59M	07/09/2015	WEED ABATEMENT-VARIOUS SITES	\$2,814.81
62326	08/13/2015		DAKOTA BACKFLOW CO.	\$500.00
	Invoice	Date	Description	Amount
	36490	06/17/2015	ANNUAL TESTING-VARIOUS SITES	\$250.00
	36483	07/21/2015	ANNUAL TESTING-VARIOUS SITES	\$250.00
62327	08/13/2015		DEPT OF ANIMAL CARE & CONTROL	\$3,998.71
	Invoice	Date	Description	Amount
	07/15/15	07/15/2015	SHELTER COSTS-JUN 2015	\$3,998.71
62328	08/13/2015		DEPT OF CONSUMER AFFAIRS	\$115.00
	Invoice	Date	Description	Amount
	34311-B	07/18/2015	ENGINEERING LIC FEE-J.D. BALLAS	\$115.00
62329	08/13/2015		DEPT OF TRANSPORTATION	\$4,764.02

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	SL151077	07/16/2015	MAINT SIGNAL LIGHTS APR-JUNE 2015	\$4,764.02
62330	08/13/2015		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount
	3594	07/15/2015	PH AUTO DISPLAY-AUG 2015	\$1,763.00
62331	08/13/2015		ENCO UTILITY SERVICES	\$5,109.50
	Invoice	Date	Description	Amount
	0612-00037S	07/01/2015	METER SYSTEM MONITORING-JUN 2015	\$2,846.00
	0113-0030MR	07/01/2015	METER READING-JUN 2015	\$2,263.50
62332	08/13/2015		ENVIRONS, INC.	\$3,281.94
	Invoice	Date	Description	Amount
	2811	07/02/2015	LA NDSCAPE PLANS	\$3,281.94
62333	08/13/2015		FERGUSON ENTERPRISES, INC	\$99.12
	Invoice	Date	Description	Amount
	2189191	07/17/2015	PLUMBING SUPPLIES-HOMESTEAD	\$99.12
62334	08/13/2015		FRAZER, LLP	\$81,870.00
	Invoice	Date	Description	Amount
	138683	07/15/2015	COI-ACCTG SVC 7/1-7/15/15	\$39,995.00
	138708	07/31/2015	COI-ACCTG SVC 7/16-7/31/15	\$41,875.00
62335	08/13/2015		FUEL PROS, INC.	\$5,401.77
	Invoice	Date	Description	Amount
	0000021345	06/26/2015	INDUSTRY HILLS-FUEL STATION MAINT	\$1,895.00
	0000021322	06/26/2015	INDUSTRY HILLS-FUEL STATION MAINT	\$3,326.77
	0000021418	07/13/2015	INDUSTRY HILLS-FUEL STN MAINT	\$180.00

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
62336	08/13/2015		G.M. SAGER CONSTRUCTION CO.,	\$1,800.00
	Invoice	Date	Description	Amount
	33933	06/18/2015	REPLACE DAMAGED CONCRETE-HOMESTEAD	\$1,800.00
62337	08/13/2015		GONSALVES & SON, JOE A.	\$5,000.00
	Invoice	Date	Description	Amount
	25420	07/22/2015	LEGISLATIVE SVC-AUG 2015	\$5,000.00
62338	08/13/2015		HA, HUAN Q.	\$125.00
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$125.00
62339	08/13/2015		HADDICK'S AUTO BODY	\$160.00
	Invoice	Date	Description	Amount
	H-70883	07/22/2015	TOWING SVC-LIC 1210025	\$160.00
62340	08/13/2015		HO, TONY C.	\$60.48
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$60.48
62341	08/13/2015		HOANG, FRANKLIN	\$24.19
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$24.19
62342	08/13/2015		HOME DEPOT CREDIT SERVICE	\$54.74
	Invoice	Date	Description	Amount
	9210579	07/14/2015	MISC SUPPLIES-TONNER CYN	\$54.74
62343	08/13/2015		HONG, ELIZABETH	\$52.42
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$52.42

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
62344	08/13/2015	HU, LISA		\$52.42
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$52.42
62345	08/13/2015	HUANG, YUNG JU		\$16.13
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$16.13
62346	08/13/2015	HUNTER ELECTRIC SERVICE, INC.		\$7,400.00
	Invoice	Date	Description	Amount
	2015-101	07/19/2015	INSTALL LED LIGHTING-HOMESTEAD	\$7,400.00
62347	08/13/2015	HUYNH, NAM		\$16.13
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$16.13
62348	08/13/2015	INDUSTRY SECURITY SERVICES		\$49,674.68
	Invoice	Date	Description	Amount
	14-14931	07/31/2015	SECURITY SVC 7/24-7/30/15	\$3,364.80
	14-14921	07/31/2015	SECURITY SVC 7/24-7/30/15	\$13,246.00
	14-14869	07/24/2015	SECURITY SVC 7/17-7/23/15	\$3,364.80
	14-14815	07/17/2015	SECURITY SVC 7/10-7/16/15	\$3,364.80
	14-14859	07/24/2015	SECURITY SVC 7/17-7/23/15	\$13,246.00
	14-14805	07/17/2015	SECURITY SVC 7/10-7/16/15	\$13,088.28
62349	08/13/2015	JANUS PEST MANAGEMENT		\$580.00
	Invoice	Date	Description	Amount
	135924	07/01/2015	SVC-HOMESTEAD	\$580.00
62350	08/13/2015	KIM, CHONG H.		\$125.00

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$125.00
62351	08/13/2015		KONANUR, VEENA	\$32.26
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$32.26
62352	08/13/2015		KOO, DAVID	\$80.65
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$80.65
62353	08/13/2015		KUO, JACKSON	\$48.39
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$48.39
62354	08/13/2015		L A COUNTY DEPT OF PUBLIC	\$844.00
	Invoice	Date	Description	Amount
	IN0161535	07/01/2015	ID#AR0166482-WATER SYSTEM PERMIT- FIRESTONE	\$844.00
62355	08/13/2015		L A COUNTY DEPT OF PUBLIC	\$9,302.17
	Invoice	Date	Description	Amount
	IN150001363	07/13/2015	ACCIDENT-HAMBLEDON @ VALLEY BLVD	\$640.29
	IN150001414	07/22/2015	PILOT ROUTINE MAINT	\$8,661.88
62356	08/13/2015		L A COUNTY REGISTRAR-	\$336.59
	Invoice	Date	Description	Amount
	15-2106	07/20/2015	ELECTION EXPENSES	\$336.59
62357	08/13/2015		L A COUNTY SHERIFF'S	\$19,241.91
	Invoice	Date	Description	Amount
	155342NH	07/17/2015	HELICOPTER SVC-MAY 2015	\$244.23

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	155343NH	07/17/2015	HELICOPTER SVC-JUN 2015	\$166.08
	155228NH	07/16/2015	SPECIAL EVENT-DIRECTED PATROL	\$18,831.60
62358	08/13/2015		LA PUENTE VALLEY COUNTY	\$286.48
	Invoice	Date	Description	Amount
	BS;07/15	07/15/2015	WATER MONITORING-BOY SCOUTS RESERVOIR	\$286.48
62359	08/13/2015		LARRACAS, ARIEL	\$24.19
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$24.19
62360	08/13/2015		LEE, JOE F.	\$125.00
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$125.00
62361	08/13/2015		LEE, MIKE	\$125.00
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$125.00
62362	08/13/2015		LEIGHTON CONSULTING INC	\$415.50
	Invoice	Date	Description	Amount
	19774	07/10/2015	GEO SVC-BREA CYN	\$415.50
62363	08/13/2015		MARTINEZ, ANDREA , MEDINA	\$8.06
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$8.06
62364	08/13/2015		MAYET, YUSUF	\$52.42
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$52.42

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
62365	08/13/2015		MERRITT'S ACE HARDWARE	\$5.40
	Invoice	Date	Description	Amount
	087203	07/28/2015	MISC SUPPLIES	\$2.16
	087132	07/24/2015	MISC SUPPLIES	\$3.24
62366	08/13/2015		METHOD TECHNOLOGIES	\$71.25
	Invoice	Date	Description	Amount
	21452	07/17/2015	UPDATE CITY WEBSITE	\$23.75
	21536	07/24/2015	UPDATE CITY WEBSITE	\$47.50
62367	08/13/2015		MOFFITT, ROBERT	\$16.13
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$16.13
62368	08/13/2015		MR PLANT & INTERIOR BOTANICAL	\$710.00
	Invoice	Date	Description	Amount
	AUG 2220	08/01/2015	PLANT MAINT-AUG 2015	\$122.00
	AUG 2221	08/01/2015	PLANT MAINT-AUG 2015	\$588.00
62369	08/13/2015		MUNSON , JULI D.	\$125.00
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$125.00
62370	08/13/2015		MX GRAPHICS, INC.	\$1,072.45
	Invoice	Date	Description	Amount
	7389	07/01/2015	BLUEPRINT SVC-MP 05 17 02	\$111.18
	7439	07/06/2015	BLUEPRINT SVC-MP 13 06	\$23.54
	7454	07/07/2015	BLUEPRINT SVC-MP 13 06	\$58.86
	7466	07/09/2015	BLUEPRINT SVC-MP 05 17 02	\$100.28
	7477	07/10/2015	BLUEPRINT SVC-MP 02 28	\$65.40
	7482	07/10/2015	BLUEPRINT SVC-MP 04 22	\$114.45

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	7488	07/13/2015	BLUEPRINT SVC-MP 05 17 02		\$15.70
	7455	07/07/2015	BLUEPRINT SVC-JN 6201		\$32.83
	7308	06/23/2015	BLUEPRINT SVC-JN 6201		\$4.58
	7316	06/24/2015	BLUEPRINT SVC-JN 6205		\$153.17
	7281	06/19/2015	BLUEPRINT SVC-MP 05 17 02		\$359.11
	7384	06/30/2015	BLUEPRINT SVC-MP 05 17 02		\$33.35
62371	08/13/2015			OLMOS PROFESSIONAL SERVICES	\$8,782.00
	Invoice	Date	Description	Amount	
	181	07/31/2015	JANITORIAL SVC-IMC	\$1,467.00	
	183	07/31/2015	JANITORIAL SVC-FIRE STATION	\$1,815.00	
	182	07/31/2015	JANITORIAL SVC-CITY HALL	\$5,500.00	
62372	08/13/2015			OTAKY, SAMIA S.	\$125.00
	Invoice	Date	Description	Amount	
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$125.00	
62373	08/13/2015			PARAGON MICRO INC	\$1,372.48
	Invoice	Date	Description	Amount	
	622106	07/07/2015	COMPUTER SUPPLIES	\$1,372.48	
62374	08/13/2015			PARK, JOHNNY	\$125.00
	Invoice	Date	Description	Amount	
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$125.00	
62375	08/13/2015			PENG, DEREK K.	\$48.39
	Invoice	Date	Description	Amount	
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$48.39	
62376	08/13/2015			PHAN, DANIEL	\$104.84
	Invoice	Date	Description	Amount	

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$104.84
62377.	08/13/2015		PHAN, SEAN H.	\$24.19
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$24.19
62378	08/13/2015		PLACEWORKS	\$6,445.13
	Invoice	Date	Description	Amount
	56684	06/30/2015	INDUSTRY CLIMATE ACTION PLAN	\$6,445.13
62379	08/13/2015		POST ALARM SYSTEMS	\$273.25
	Invoice	Date	Description	Amount
	803194	08/04/2015	MONITORING SVC-SEP 2015	\$273.25
62380	08/13/2015		ProcureIT USA, LLC	\$1,754.23
	Invoice	Date	Description	Amount
	PIT16201	06/12/2015	COMPUTER SUPPLIES	\$955.04
	PIT16202	06/12/2015	COMPUTER SUPPLIES	\$799.19
62381	08/13/2015		QUAN, PUSHUANG	\$125.00
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$125.00
62382	08/13/2015		QUON, CATALINA	\$125.00
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$125.00
62383	08/13/2015		R.F. DICKSON CO., INC.	\$16,795.60
	Invoice	Date	Description	Amount
	2507467	06/30/2015	STREET SWEEPING-JUN 2015	\$16,795.60

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
62384	08/13/2015		R.P. LAURAIN & ASSOCIATES, INC.	\$29,900.00
	Invoice	Date	Description	Amount
	9157	07/14/2015	APPRAISAL FEES-VARIOUS SITES	\$29,900.00
62385	08/13/2015		REN, MICHELLE	\$56.45
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$56.45
62386	08/13/2015		RENFRO, REBECCA	\$56.45
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$56.45
62387	08/13/2015		RICOH USA, INC.	\$1,251.42
	Invoice	Date	Description	Amount
	5036966778	07/17/2015	METER READING	\$1,220.79
	5036927477	07/15/2015	METER READING	\$30.63
62388	08/13/2015		RODRIGUEZ, MARTHA, ALFARO	\$52.42
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$52.42
62389	08/13/2015		ROMAN, DEMETRIUS	\$20.16
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$20.16
62390	08/13/2015		RUIZ, JOSEPH, P	\$4,000.00
	Invoice	Date	Description	Amount
	AUGUST 2015	08/03/2015	CONSULTING SVC-AUG 2015	\$4,000.00
62391	08/13/2015		SAN GABRIEL VALLEY FAMILY	\$4,300.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2710	06/30/2015	GRAFFITI REMOVAL-JUN 2015	\$4,300.00
62392	08/13/2015		SAN GABRIEL VALLEY NEWSPAPER	\$1,727.06
	Invoice	Date	Description	Amount
	0010679658	06/16/2015	NOTICE OF SEALED BIDS-PROJ 422	\$1,489.36
	0010672417	05/29/2015	NOTICE OF PUBLIC HEARING	\$237.70
62393	08/13/2015		SANTOS, VIRGINIA	\$28.23
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$28.23
62394	08/13/2015		SATSUMA LANDSCAPE & MAINT.	\$145,331.14
	Invoice	Date	Description	Amount
	0715TACH	07/30/2015	LANDSCAPE SVC-JUL 2015	\$109,844.14
	0715CHTA	07/30/2015	LANDSCAPE SVC-VARIOUS SITES	\$35,487.00
62395	08/13/2015		SCS FIELD SERVICES	\$18,229.76
	Invoice	Date	Description	Amount
	0258582	06/30/2015	MAINT OF LANDFILL-PACIFIC PALMS	\$3,198.00
	0258581	06/30/2015	REFURBISH FLARE STATION	\$432.00
	0258578	06/30/2015	REPLACE CONDENSATE SUMPS-PACIFIC PALMS	\$1,686.00
	0258576	06/30/2015	IH-SCAQMD MONITORING-1ST QTR 2015	\$553.76
	0258572	06/30/2015	MAINT LANDFILL GAS SYSTEM	\$12,360.00
62396	08/13/2015		SEQUEL CONTRACTORS, INC	\$194,016.16
	Invoice	Date	Description	Amount
	#5CITY-1417R-B	08/13/2015	ON-CALL HWY AND STREET IMPROVEMENTS	\$126,992.16
	#5CITY-1417R-A	08/13/2015	ON-CALL HWY AND STREET IMPROVEMENTS	\$67,024.00
62397	08/13/2015		SETO, MITCHELL	\$125.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$125.00
62398	08/13/2015		SHAO, CHUN KAI	\$24.19
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$24.19
62399	08/13/2015		SHELL ENERGY NORTH AMERICA-	\$83,616.00
	Invoice	Date	Description	Amount
	1493270	08/04/2015	WHOLESALE USE-JUL 2015	\$83,616.00
62400	08/13/2015		SHIH, HUNG SHEUNG	\$24.19
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$24.19
62401	08/13/2015		SNOWDEN ELECTRIC COMPANY,	\$29,621.00
	Invoice	Date	Description	Amount
	15-0270	06/29/2015	REPLACE WATER LIFT STN SOFT START	\$13,022.00
	15-0297	07/30/2015	REPLACE STRIP FIXTURES-METRO STATIONS	\$8,854.00
	15-0303	07/30/2015	TEST & CERTIFY REPLAYS-PACIFIC PALMS	\$7,745.00
62402	08/13/2015		SO CAL INDUSTRIES	\$84.90
	Invoice	Date	Description	Amount
	188072	07/03/2015	RR RENTAL-TONNER CYN	\$84.90
62403	08/13/2015		SOUTHERN CONTRACTING	\$19,897.41
	Invoice	Date	Description	Amount
	#24CITY-1389	08/13/2015	66KV ELECTRICAL SUBSTATION FACILITY	\$20,407.60
62404	08/13/2015		SQUARE ROOT GOLF &	\$188,630.06
	Invoice	Date	Description	Amount
	1187ELHM	07/30/2015	LANDSCAPE SVC-JUL 2015	\$42,367.63

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1188H	07/30/2015	LANDSCAPE SVC-JUL 2015	\$126,484.43
	1186ELHM	07/30/2015	LANDSCAPE SVC-JUL 2015	\$19,778.00
62405	08/13/2015		STAPLES BUSINESS ADVANTAGE	\$4,443.79
	Invoice	Date	Description	Amount
	8035155033	07/11/2015	OFFICE SUPPLIES	\$340.59
	8033548519	03/07/2015	OFFICE SUPPLIES	\$2,703.03
	8035323566	07/25/2015	OFFICE SUPPLIES	\$1,400.17
62406	08/13/2015		STAPLES CREDIT PLAN	\$353.40
	Invoice	Date	Description	Amount
	22541	07/15/2015	OFFICE SUPPLIES	\$326.17
	36160	07/15/2015	OFFICE SUPPLIES	\$27.23
62407	08/13/2015		TAKATA, DAVID T.	\$125.00
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$125.00
62408	08/13/2015		TAN, KELLY K.	\$125.00
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$125.00
62409	08/13/2015		TANG, JOSEPH	\$20.16
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$20.16
62410	08/13/2015		THEE BEST ROOTER & PLUMBING	\$193.59
	Invoice	Date	Description	Amount
	4542	07/17/2015	PLUMBING REPAIRS-IMC	\$193.59
62411	08/13/2015		THIENES ENGINEERING INC.	\$635.50

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	40634	07/13/2015	REIMBURSE EXPENSES-BREA CYN GRADING	\$635.50
62412	08/13/2015		TONG, WEIXING	\$125.00
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$125.00
62413	08/13/2015		U.S. BANK	\$3,200.00
	Invoice	Date	Description	Amount
	4032993	07/15/2015	ADMIN FEES-DEPOSITORY 2015	\$3,200.00
62414	08/13/2015		UNDERGROUND SERVICE ALERT OF	\$24.00
	Invoice	Date	Description	Amount
	620150153	07/01/2015	DIG ALERTS	\$24.00
62415	08/13/2015		UNION PACIFIC RAILROAD	\$15,253.18
	Invoice	Date	Description	Amount
	07/29/15	07/29/2015	PRELIMINARY ENGINEERING COST-PUC RR	\$15,253.18
62416	08/13/2015		VANGUARD CLEANING SYSTEMS,	\$925.00
	Invoice	Date	Description	Amount
	8698	08/03/2015	JANITORIAL SVC-AUG 2015	\$925.00
62417	08/13/2015		VILLEGAS GENERAL BUILDING	\$6,750.00
	Invoice	Date	Description	Amount
	167	07/03/2015	REPLACE DRYWALL-CITY HALL	\$600.00
	168	07/03/2015	REPAIR COPPER DOORS-HOMESTEAD	\$1,175.00
	169	07/24/2015	REPLACE ARBOR WOODS-HOMESTEAD	\$4,975.00
62418	08/13/2015		VORTEX INDUSTRIES, INC.	\$792.41
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	08-905345-1	02/24/2015	REPLACE DAMAGED KEYPAD-TONNER CYN	\$792.41
62419	08/13/2015		WANG, DAPHNE	\$24.19
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$24.19
62420	08/13/2015		WASTE SYSTEMS TECHNOLOGY,	\$14,209.63
	Invoice	Date	Description	Amount
	COI-070615	07/06/2015	COMMERCIAL WASTE PROGRAM	\$14,209.63
62421	08/13/2015		WEATHERITE SERVICE	\$1,033.00
	Invoice	Date	Description	Amount
	L163592	07/16/2015	A/C MAINT-IMC	\$392.00
	L163488	07/07/2015	A/C MAINT-IMC	\$271.00
	L163611	07/16/2015	A/C MAINT-15660 STAFFORD/15559 RAUSCH	\$370.00
62422	08/13/2015		WEEKS, WILLIAM	\$40.32
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$40.32
62423	08/13/2015		WEISS, STEPHANIE G.	\$36.29
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$36.29
62424	08/13/2015		WONG, JACKY	\$125.00
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$125.00
62425	08/13/2015		YOUNG, PAUL, C.	\$8.06
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$8.06

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2015**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
62426	08/13/2015	YU, HUI-I		\$125.00
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$125.00
62427	08/13/2015	ZHANG, MUWEN		\$44.35
	Invoice	Date	Description	Amount
	JULY 2015	07/23/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$44.35
62428	08/13/2015	ZHOU, YING		\$80.65
	Invoice	Date	Description	Amount
	JULY 2015	08/13/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUL 2015	\$80.65

Checks	Status	Count	Transaction Amount
	Total	167	\$2,164,568.57

CITY COUNCIL

ITEM NO. 5.2

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 9, 2015
PAGE 1

CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Pro Tem Jeff Parriott at 2:00 p.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor Pro Tem Jeff Parriott.

ROLL CALL

PRESENT: Jeff Parriott, Mayor Pro Tem
Roy Haber, Council Member
Pat Marcellin, Council Member

ABSENT : Tim Spohn, Mayor
John P. Ferrero, Council Member

STAFF PRESENT: Kevin Radecki, City Manager; Michele Vadon, City Attorney; Cecelia Dunlap, Deputy City Clerk; John Ballas, City Engineer; and Brian James, Planning Director.

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY COUNCIL MEMBER MARCELLIN TO GRANT MAYOR SPOHN AND COUNCIL MEMBER FERRERO AN EXCUSED ABSENCE. MOTION 3-0, WITH MAYOR SPOHN AND COUNCIL MEMBER FERRERO ABSENT.

PUBLIC COMMENTS

There were no public comments.

Mayor Pro Tem Parriott thanked Council Member Pat Marcellin and Council Member John P. Ferrero for the many years served on the City Council, and also thanked Mayor Tim Spohn for his dedication to the City and the various regional boards he served on, which included Southern California Association of Governments, San Gabriel Valley Council of Governments, and the Alameda Corridor-East Construction Authority. Mayor Pro Tem expressed his thanks and recognized their time served on the City Council.

CONSENT CALENDAR

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 9, 2015
PAGE 2

City Manager Radecki requested item 5 be removed from the Consent Calendar.

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY COUNCIL MEMBER MARCELLIN THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE FOLLOWING ITEMS LISTED ON THE CONSENT CALENDAR. MOTION 3-0, WITH MAYOR SPOHN AND COUNCIL MEMBER FERRERO ABSENT.

1. CONSIDERATION OF THE MINUTES OF THE MARCH 26, 2015 REGULAR MEETING

APPROVED AS SUBMITTED.

2. CONSIDERATION OF THE MINUTES OF THE APRIL 9, 2015 REGULAR MEETING

APPROVED AS SUBMITTED.

3. CONSIDERATION OF THE MINUTES OF THE APRIL 23, 2015 REGULAR MEETING

APPROVED AS SUBMITTED.

4. CONSIDERATION OF THE MINUTES OF THE MAY 14, 2015 REGULAR MEETING

APPROVED AS SUBMITTED.

5. CONSIDERATION OF THE MINUTES OF THE MAY 28, 2015 REGULAR MEETING

Item was removed from the agenda.

CONSIDERATION OF THE CERTIFICATION OF RESULTS OF SUFFICIENCY OF REFERENDUM PETITION AGAINST SECTION 4 OF ORDINANCE NO. 788

City Attorney Vadon indicated she had a potential conflict of interest on this matter and excused herself from the Council Chamber at 2:01 p.m.

Roxanne Diaz of the law firm Richards, Watson and Gershon, presented a report to the

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 9, 2015
PAGE 3

City Council.

MOTION BY MAYOR PRO TEM PARRIOTT, AND SECOND BY COUNCIL MEMBER HABER TO RECEIVE AND FILE THE CERTIFICATE OF SUFFICIENCY OF SIGNATURES ON REFERENDUM PETITION AND DIRECTED STAFF TO PREPARE THE NECESSARY DOCUMENTS TO REPEAL SECTION 4 OF ORDINANCE NO. 788. MOTION 3-0, WITH MAYOR SPOHN AND COUNCIL MEMBER FERRERO ABSENT.

City Attorney Vadon return to the Council Chamber at 2:05 p.m.

CONSIDERATION OF RESOLUTION NO. CC 2015-18 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON JUNE 2, 2015, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

Deputy City Clerk Dunlap provided a staff report to the City Council.

MOTION BY MAYOR PRO TEM PARRIOTT, AND SECOND BY COUNCIL MEMBER HABER TO ADOPT RESOLUTION NO. CC 2015-18. MOTION 3-0, WITH MAYOR SPOHN AND COUNCIL MEMBER FERRERO ABSENT.

ADMINISTRATION OF OATH OF OFFICE

Deputy City Clerk Dunlap administered the Oath of Office to Cory C. Moss, Mark D. Radecki, and Newell W. Ruggles.

Cory C. Moss, Mark D. Radecki, and Newell W. Ruggles each received their Oath of Office, and took their seats as Members of the City Council.

REORGANIZATION OF CITY COUNCIL

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER MOSS TO NOMINATE COUNCIL MEMBER RADECKI AS MAYOR. MOTION CARRIED 5-0.

MOTION BY MAYOR RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES TO NOMINATE COUNCIL MEMBER MOSS AS MAYOR PRO TEMPORE. MOTION CARRIED 5-0.

Mayor Radecki called for a Special Meeting of the City Council and a Special Meeting of the Successor Agency to the Industry Urban-Development Agency to be held on

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 9, 2015
PAGE 4

Wednesday, June 10, 2015 at 4:00 p.m. to consider the following items under closed session, pursuant to Government Code Section 54957.

Public Employee Discipline/Dismissal/Release - City Attorney.

Public Employee Appointment - City Attorney.

Public Employee Discipline/Dismissal/Release - Successor Agency Counsel.

Public Employee Appointment - Successor Agency Counsel.

Mayor Radecki expressed his thanks for the support from his family and supporters.

ADJOURNMENT

There being no further business, the City Council adjourned.

MARK D. RADECKI
MAYOR

CECELIA DUNLAP
DEPUTY CITY CLERK

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 10, 2015
PAGE 1

CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. Radecki at 4:00 p.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

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

ROLL CALL

PRESENT: Mark D. Radecki, Mayor
Cory C. Moss, Mayor Pro Tem
Jeff Parriott, Council Member
Newell W. Ruggles, Council Member

ABSENT: Roy Haber, Council Member

STAFF PRESENT: Kevin Radecki, City Manager; Michele Vadon, City Attorney; and Cecelia Dunlap, Deputy City Clerk.

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

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

- A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE: City Attorney Pursuant to Government Code Section 54957(b)(1)
- B. PUBLIC EMPLOYEE APPOINTMENT: City Attorney Pursuant to Government Code Section 54957(b)(1)

There were no public comments on the Closed Session items.

Mayor Radecki recessed the meeting into Closed Session at 4:01 p.m.

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 10, 2015
PAGE 2

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 4:10 p.m. All members of the City Council were present except for Council Member Haber who was absent.

With regard to Closed Session item A, by a 3-1 vote, the City Council agreed to terminate the City Attorney contract with Burke, Williams and Sorensen, LLP, by the following vote:

AYES:	COUNCIL MEMBERS:	MOSS, RUGGLES, RADECKI
NOES:	COUNCIL MEMBERS:	PARRIOTT
ABSENT:	COUNCIL MEMBERS:	HABER
ABSTAIN:	COUNCIL MEMBERS:	NONE

With regard to Closed Session item B, by a 3-1 vote, the City Council agreed to appoint James M. Casso of the law firm Casso and Sparks, LLP, to serve as City Attorney, by the following vote:

AYES:	COUNCIL MEMBERS:	MOSS, RUGGLES, RADECKI
NOES:	COUNCIL MEMBERS:	PARRIOTT
ABSENT:	COUNCIL MEMBERS:	HABER
ABSTAIN:	COUNCIL MEMBERS:	NONE

Mayor Radecki indicated the contract with Casso and Sparks, LLP, will be considered at the June 25, 2015 City Council meeting.

ADJOURNMENT

There being no further business, the City Council adjourned.

MARK D. RADECKI
MAYOR

CECELIA DUNLAP
DEPUTY CITY CLERK

CITY COUNCIL

ITEM NO. 5.3



Jeffrey H. Rutherford
(213) 443-5596
jrutherford@crowell.com

August 5, 2015

James M. Casso
City Attorney, City of Industry
Bianca Sparks
Assistant City Attorney, City of Industry
Casso & Sparks, LLP
P.O. Box 4131
West Covina, CA 91791

Re: Retention of Crowell & Moring LLP

Dear Mr. Casso and Ms. Sparks:

This letter will memorialize the agreement between the City of Industry (“City”) and Crowell & Moring LLP (“Crowell & Moring”) for Crowell & Moring to advise the City, as requested by the City Attorney, in connection with investigations and inquiries by local, state, and federal governmental entities. Crowell & Moring’s current assignment for the City is limited to the matter described above.

Janet Levine and I will be responsible for this matter. Other Crowell & Moring lawyers or paralegals may also work on this matter from time to time under our supervision as the need arises.

Crowell & Moring will charge the City an hourly fee for the time that our lawyers and paralegals spend on this matter. The current rates for the individuals likely to work on this assignment range from \$795 an hour for Ms. Levine’s time and \$695 for my time to a range of \$370-\$470 an hour for associates and a range of \$190-\$225 an hour for paralegals. Our rates generally are reviewed for adjustment annually by the firm’s Management Board in the fall. We also bill for expenses and other services, including photocopies, word processing, travel, and messenger services. We will send you regular monthly bills, and payment is due upon receipt of such bills. Crowell & Moring carries professional liability insurance.

Since Crowell & Moring represents a large number of diverse clients, which may include clients involved in activities affecting the City, we ask you to agree that the representation of the City by Crowell & Moring in the present and any future matters will not be grounds for asserting a conflict of interest in any work that the firm may do for other clients that is unrelated to Crowell & Moring’s current or future representation of the City. Specifically, the City agrees

James M. Casso
City Attorney
Bianca Sparks
Assistant City Attorney
August 5, 2015
Page 2

that Crowell & Moring may represent other clients in matters that do not involve any confidential information that has been obtained by Crowell & Moring in the course of any representation of the City, even though our representation of the other client or clients may be adversarial to the City in business transactions, litigation, or judicial or administrative proceedings. Accordingly, the City waives any conflict of interest in any such matter, and will not assert any conflict of interest as a ground for disqualifying Crowell & Moring from representing other clients in any such matter.

The City may terminate Crowell & Moring's services at any time by written notice. After receiving such notice, Crowell & Moring will cease providing services. Crowell & Moring may also terminate its services to the City at any time by written notice. If we terminate our services, the City agrees to execute a substitution of attorney promptly and otherwise cooperate in effecting that termination. In either event of termination, Crowell & Moring will cooperate with the City in the orderly transfer of all related files and records to the City's new counsel. Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Los Angeles County, California or in the Federal District Court for the Central District of California.

Finally, unless we receive different instructions from you, we will retain files from this matter for five years after its completion. At that time, documents other than those with intrinsic value (such as a deed or contract) may be destroyed.

James M. Casso
City Attorney
Bianca Sparks
Assistant City Attorney
August 5, 2015
Page 3

This agreement is effective June 12, 2015. If these terms and conditions are acceptable, please sign in the space below and return a copy of this letter to me.

Sincerely yours,

CROWELL & MORING LLP

A handwritten signature in black ink, appearing to read 'Jeffrey H. Rutherford', written over the firm name.

Jeffrey H. Rutherford

AGREED:

THE CITY OF INDUSTRY

By: _____
Authorized Representative of the City of Industry

CITY COUNCIL

ITEM NO. 5.4



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Radecki and Members of the City Council
FROM: Paul J. Philips, City Manager *Paul J. Philips*
DATE: August 5, 2015
SUBJECT: Attendance at Recent Educational Seminar

The City of Industry is a member of the California Contract Cities Association (CCCA). This year, the CCCA Annual Municipal Seminar was held on May 14 – 17, 2015.

The seminar included topics about the value of "Community Branding," "Infrastructure Finance Districts," current legislative topics at the State level, a briefing from State Legislators and representatives of the County of Los Angeles, "Storm Water" recovery, the current drought, and a briefing from the Los Angeles County Sheriff.

Those from the City of Industry that attended were: Mayor Spohn, Council Member Parriott, City Engineer Ballas, and City Manager Radecki.

RECOMMENDATION: Receive and file.

CITY COUNCIL

ITEM NO. 5.5



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul Philips, City Manager

Staff: Clement N. Calvillo, CNC Engineering
Eduardo Pereira, CNC Engineering

Date: August 6, 2015

SUBJECT: Second Amendment to Professional Services Agreement with Trimark Associates, Inc. for the maintenance of the Metrolink Solar Carport Facility (MP 06-18 #10)

Trimark Associates, Inc.'s First Amendment to the annual contract to provide maintenance services to the Metrolink Solar facility's data acquisition system expires on August 31, 2015. The maintenance services are necessary for purposes of repairing failures and maintaining the Data Acquisition System (DAS), the Meteorological station (MET), the Remote Intelligent Gateway (RIG) and the Revenue Meter equipment, and Power Viewer applications. They have submitted a proposal to continue to perform these services, embodied in the attached Second Amendment to Professional Services Agreement for an annual budget amount of \$20,720.00.

The amendment has been reviewed by staff and it was found to be in order. It is therefore recommended that the City Council approve the amendment to the Agreement between Trimark Associates, Inc. and the City of Industry for an annual budget amount of \$20,720.00.

PP/CC/EP:af

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is between the CITY OF INDUSTRY, a California municipal corporation and charter city ("City") and TRIMARK ASSOCIATES, INC., a California corporation ("Consultant"), and is effective as of September 1, 2015.

Recitals

- A. The parties have entered into that certain "Professional Services Agreement" effective as of August 22, 2013 ("Agreement").
- B. The parties have entered into that certain "First Amendment to the Professional Services Agreement" effective September 25, 2014.
- C. Except as expressly modified in this Second Amendment, the terms referenced in this Second Amendment will have the same meanings as the terms defined in the Agreement.
- D. The City and Consultant desire to update the scope of services and related compensation under the Agreement.

Agreement

1. Amendment to Exhibit A (Scope of Services). The Scope of Services exhibit attached to the Agreement as Exhibit A is hereby amended and replaced with the Scope of Services attached to this Second Amendment as Exhibit A.

2. Amendment to Exhibit B (Key Personnel & Compensation). The Key Personnel & Compensation exhibit attached to the Agreement as Exhibit B is hereby amended and replaced with the Key Personnel & Compensation exhibit attached to this Second Amendment as Exhibit B.

3. Ratification of Agreement. Except as expressly modified by this Second Amendment, City and Consultant hereby ratify that all terms and provisions of the Agreement remain in full force and effect.

///

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE PARTIES
have executed this Second Amendment effective as of the date written above.

CITY OF INDUSTRY

TRIMARK ASSOCIATES, INC.

By: _____
Mark D. Radecki, Mayor

By: _____
Name & Title

Attest:

By: _____
Cecelia Dunlap, Deputy City Clerk

By: _____
Name & Title

EXHIBIT A

SCOPE OF SERVICES

[Attached]



DATA ACQUISITION SYSTEM (DAS), MET STATION, STANDARD RIG, AND REVENUE METER SERVICE AGREEMENT

This Service Agreement is for a Data Acquisition System (DAS), MET Station, Remote Intelligence Gateway (RIG), electric power Revenue Meters, and all related equipment between (CITY), with general offices located at 15625 Stafford St. City of Industry, CA 91744 and, Trimark Associates, Inc. whose principal offices are located at 2365 Iron Point Rd. Suite 100 Folsom, CA 95630

1. Effective Date, Term and Termination

This Agreement is effective upon the execution of this Agreement by both parties as signed. TRIMARK will provide the Services for an initial one (1) year term and this Agreement shall automatically renew for one (1) year terms unless, prior to an extension, either party provides the other with no less than sixty (60) days' prior written notice of its intention to terminate this Agreement.

Notwithstanding the above, (CITY,) shall have the right to terminate all or part of this Agreement, with Sixty (60) days written notice to TRIMARK, if TRIMARK breaches any material term or condition of this Agreement.

If TRIMARK determines that it will not continue to provide Services in any Area of Service under this Agreement, it shall notify(CITY), in writing at least Sixty (60) days in advance of termination of the Agreement. (CITY),, at its discretion, shall have the right to terminate all or part of this Agreement at that time and shall notify TRIMARK of its election.

2. Scope of Work

For purposes of repairing failures and maintaining DAS, MET, RIG, and Revenue Meter Equipment including the TI-S, Historian, and PowerViewer application and any TRIMARK provided communications or interface devices (EQUIPMENT) on the premises of the CITY location identified in Appendix C, TRIMARK agrees to perform the following services (collectively, the "Services") in exchange for the consideration to be paid by CITY pursuant to Section 3 below as described in APPENDIX A.

a. Support for Failures (RIG):

- (CITY) representatives can request service and report problems during normal business hours by calling TRIMARK's help desk at 866-995-5970. Upon receipt of the request, TRIMARK will respond as noted below depending on the nature of the request. After normal business hours, (CITY) representatives should call one of the following TRIMARK team members to report the service request:
 1. Dean Schroeder (312) 576-2160
 2. Jae Kim (818) 825-0205
 3. Tom Finch (916) 337-5396

These individuals will select an appropriate TRIMARK technical staff member to follow up on the service request with (CITY) staff members.

- Provide remote network or dial-in support service to troubleshoot and make repairs of the RIG for any reported failures related to the RIG within four business hours
 - Provide support service at the premises (if necessary) where the RIG resides within one business day following a reported failure related to the RIG - travel & “out of pocket” expenses may be charged as described in APPENDIX A,
 - Maintain current configuration and documentation on the RIG including RIG database, configuration details and other RIG related software and/or application drivers,
 - Provide one (1) Annual Emergency Site Visit (if required) without charge to repair or replace the failed RIG, including travel and expenses for TRIMARK staff to travel to and work at the effected site.
- b. EQUIPMENT Maintenance and Monitoring
- Conduct a routine maintenance inspection and assessment of the installed EQUIPMENT
 - Provide one (1) Annual Maintenance visit without charge, to clean the computer equipment perform backups and updates, and renew the RIG security certificate.
 - Provide one (1) Annual Maintenance visit without charge to replace the meter battery (on two year cycle) and to conduct a meter registration test (yearly).
 - Inspect for any corrosion, deterioration, or other pending circumstances that may lead to or make failure eminent.
 - 24/hour 7day system status monitoring via TRIMARK’s Spiceworks monitor.
- c. Software Provision
- Provide and install remote access software for managing Equipment
 - Provide annual upgrade of the T1-S, Historian, and Power Viewer software.
 - Provide Operating System Security patches as they are available and tested.
 - Maintain current configuration and documentation on EQUIPMENT including DAS, RIG and MET databases, configuration details for DAS, RIG , MET and Revenue Meters and other related software and / or application drivers
 - Coordinate any RIG diagnostics or program changes with the RIG software provider and
 - Manage access for authorized users and restrict access for unauthorized users.

3. Pricing, Invoices and Payment

(CITY) will pay to TRIMARK a monthly Service Fee for each site and for the deliverables in accordance with Appendix A B and C and as specified in Task Orders related to specific projects not covered under the service agreement. TRIMARK may directly invoice (CITY), for products and services described in task orders and in amendments as provided by TRIMARK and its suppliers.

The Service Fee shall be applicable to the EQUIPMENT covered under this Service Agreement. The Service Fee for the initial one (1) year term of this Agreement is in force and is stated in Appendix C. It is the parties’ intent to review and negotiate in good faith Service Fee changes and Task Authorization changes, if any, prior to any extension of this

COVERED SERVICE AGREEMENT SITES

SITE NAME	# of DAS or RIG's	# of MET stations / Sensor	# Primary Meters	# of Back Up Meters	# of Aux Meters	Effective Date
City of Industry Metrolink PV DAS(DAS includes TI-S, Historian, and PowerViewer Software)	1	1/5	0	0	0	September 1, 2015
City of Industry Metrolink PV RIG	1	0	1	0	1	September 1, 2015

EXHIBIT B

KEY PERSONNEL & COMPENSATION

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are: Dean Schroeder.
2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed \$20,720.00 for any one year period beginning on September 1 and ending the following August 31 of such year.

FEE SCHEDULE

(See attached Schedule)



RIG SERVICE AGREEMENT / TIME AND MATERIALS COSTS

Service	Rate
SERVICE AGREEMENT for DAS and MET Station (See Appendix C below)	\$12,000/Year (Billed Monthly)
SERVICE AGREEMENT for RIG and Meters (See Appendix C below)	\$8,720/ Year (Billed Monthly)
Total	\$20,720 (Billed Monthly)
Travel Costs for additional services	Billed at actual cost
System Integration Engineer for additional services	\$185 / Hour



Trimark Labor Rates 2015–2016

Area	Classification	Hourly Rate
Management and Consulting	Program Manager / Executive QA	\$285
	Senior Management Consultant	\$270
	Director of Engineering	\$265
	Senior Project Manager	\$235
	Associate Project Manager	\$220
	System Integration Manager	\$235
	Project Coordinator	\$190
Engineering / Systems Integration	Senior Developer	\$240
	Senior Engineer	\$230
	Electrical Engineer	\$225
	Systems Integration Engineer	\$215
	Software Developer	\$215
	Communications Engineer	\$205
	Communications Technician	\$185
	Field Systems Specialist	\$190
	CAD Manager	\$170
	CAD Technician	\$145
Electric Metering	Meter Engineer	\$220
	Metering Supervisor / Superintendent	\$210
	Certified CAISO Metering Inspector	\$190
	Journey Meterman	\$175
	Apprentice Meterman	\$140
Meter Data Management	MDMA Manager	\$220
	Senior Data Analyst	\$210
	Data Acquisition Systems Specialist	\$200
	Database Manager	\$190
	Associate Data Analyst	\$170
Electrical Contracting / Construction	Journey Electronics Technician	\$220
	Electronics Technician	\$190
	Journey Electrician	\$170
	Apprentice Electrician	\$135
	Administrative	\$95
Expenses	Parts and Material	Cost +12%
	Out-of-Pocket Expenses	Cost +12%
	Travel (Mileage)	\$0.56 / Mile – *adjusted for IRS rates
	Travel labor Time (75% of Billing Rate)	
Overtime rates of (1.5 * normal rate) apply to work conducted outside core business hours of 8AM to 5PM. Sunday's and holiday's are double time		

CITY COUNCIL

ITEM NO. 5.6



MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul J. Philips, City Manager

Staff: Clement N. Calvillo, CNC Engineering
Gerardo Perez, CNC Engineering

Date: August 6, 2015

SUBJECT: 2014-2015 Slurry Seal and Parking Lot Sealcoat (CITY-1424)

The City Council authorized the above project at their meeting of March 26, 2015. The project was implemented under Contract No. CITY-1424 for a final contract amount of \$230,967.17. The contractor was American Asphalt South. CNC Engineering has inspected the site and find all work complete and in accordance with the contract documents.

Therefore, Staff recommends the City Council receive and file the final accounting and approve and authorize the City Engineer to sign the Notification of Construction and Notice of Acceptance.

PJP/ GP:rg

RECORDING REQUEST

and **WHEN RECORDED, MAIL TO:**

Agency **CITY OF INDUSTRY**

Mailing Address 15625 East Stafford Street
Attention: Clement N. Calvillo
City City of Industry
State, Zip California 91744

THIS SPACE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is given that work was completed on that certain work known as Project No. **CITY-1424, 2014-2015 Slurry Seal and Parking Lot Sealcoat, City of Industry, CA 91744, County of Los Angeles**, for the undersigned agency and said work was accepted as complete on **8/13/2015**. The contractor on said job was **American Asphalt South P.O. Box 310036 Fontana, CA 92331**.

This Notice of Completion is being recorded on behalf of the **Owner, CITY OF INDUSTRY**, a Public Agency.

City of Industry

By _____
John D. Ballas, City Engineer

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

State of California)
)ss.
County of Los Angeles)

The undersigned, being duly sworn, says: That he is the City Engineer and that he makes this verification on behalf of said entity; that he has read the foregoing and declares that the contents thereof, and that the facts stated herein, are true and correct.

John D. Ballas, City Engineer

Subscribed and sworn to (or affirmed) before me on this 13th day of August 2015, by John D. Ballas, City Engineer, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Date)

(Notary Signature)

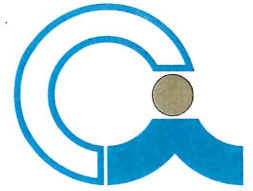
(Seal)

CITY COUNCIL

ITEM NO. 5.6

HANDOUT ITEM

CITY OF INDUSTRY



- Civic Recreational-Industrial Authority
- City of Industry Waterworks System
- Industry Urban-Development Agency
- Parking Authority

15651 East Stafford Street, City of Industry, CA 91744

Notification of Construction Completion

Project 2014-2015 Slurry Seal and Parking Lot Sealcoat **Date:** August 13, 2015

Contract No. CITY-1424

Contract

MP 15-03

Contractor American Asphalt South, Inc.

As a result of an inspection conducted on 7/10/2015, the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

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

Accepted by
Contractor

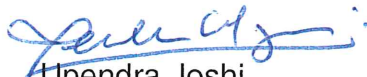
Tyler Skender
Printed Name


Signature

Project Manager
Title

8/5/2015
Date

Recommended by
Project Engineer


Upendra Joshi
Printed Name

Signature

Project Engineer
Title

8/5/15
Date

Recommended by
Project Inspector

Tony Farrahi
Printed Name


Signature

Project Inspector
Title

8-5-15
Date

Recommended by
Project Manager

Gerardo Perez
Printed Name

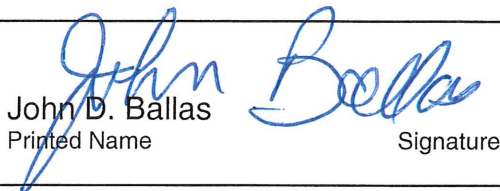

Signature

Project Manager
Title

8.5.15
Date

Recommend by
Public Agency

John D. Ballas
Printed Name


Signature

City Engineer
Title

8-9-15
Date

Approved by
Public Agency

Paul J. Philips
Printed Name

Signature

City Manager
Title

Date

CITY COUNCIL

ITEM NO. 6.1



MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul Philips, City Manager

Staff: Clement N. Calvillo, CNC Engineering
Joshua Nelson, CNC Engineering *gm*

Date: August 5, 2015

SUBJECT: Professional Services Agreement with Waste Systems Technology, Inc.
for Commercial Recycling Program - AB 939 Compliance (JN-6201)

Attached for your consideration is a Professional Services Agreement between Waste Systems Technology, Inc. and the City of Industry to administer the various recycling programs for 2015-2016, which also includes the on-going salvage program. The budget amount is \$240,785.00 to be billed on a time and material basis.

The Agreement is the City's standard Professional Services Agreement. It is therefore recommended that the City Council approve and execute the Agreement between Waste Systems Technology and the City of Industry for a budget amount of \$240,785.00. Please forward to Chris Brown for further processing.

JN:cl



City of Industry

PROFESSIONAL SERVICES AGREEMENT

With

Waste Systems Technology, Inc.

Effective Date: August 13, 2015

TABLE OF CONTENTS

	<u>Page No.</u>
Section 1. Term of Agreement.....	1
Section 2. Scope and Performance of Services.	1
Section 3. Additional Services and Changes in Services.....	2
Section 4. Familiarity with Services and Site.....	2
Section 5. Compensation and Payment.....	3
Section 6. Required Documentation Prior to Performance.....	3
Section 7. Time of Performance; Excusable Delays; Extensions.....	4
Section 8. Cooperation by City.....	4
Section 9. Project Documents.....	4
Section 10. Confidential Information; Release of Information.....	5
Section 11. Consultant’s Books and Records.....	5
Section 12. Status of Consultant.....	6
Section 13. Compliance with Applicable Laws.....	6
Section 14. Unauthorized Aliens.....	7
Section 15. Conflicts of Interest.....	7
Section 16. Indemnification.....	8
Section 17. Insurance.....	10
Section 18. Assignment.....	10
Section 19. Default; Limitations on Liability.....	10
Section 20. Termination of Agreement.....	10
Section 21. Notices.....	11
Section 22. General Provisions.....	11
EXHIBIT A - SCOPE OF SERVICES.....	A-1
EXHIBIT B – KEY PERSONNEL & COMPENSATION.....	B-1
EXHIBIT C - INSURANCE.....	C-1

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of August 13, 2015 ("Effective Date"), and is between the City of Industry, a California municipal corporation and charter city ("City") and Waste Systems Technology, Inc. a California corporation ("Consultant").

Section 1. Term of Agreement.

Subject to the provisions of Section 20 ("Termination of Agreement"), the term of this Agreement will be for a period commencing on the Effective Date and will terminate upon the completion of Consultant's services.

Section 2. Scope and Performance of Services.

- 2.1** Consultant agrees to perform the services set forth in Exhibit A ("Scope of Services"), which is made a part of this Agreement.
- 2.2** Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B ("Key Personnel & Compensation"), which is made a part of this Agreement.
- 2.4** Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
- 2.5** Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- 2.6** Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

- 2.7** City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- 2.8** The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

Section 3. Additional Services and Changes in Services.

- 3.1** Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- 3.2** If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3** City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties.

Section 4. Familiarity with Services and Site.

- 4.1** By executing this Agreement, Consultant represents that Consultant:
- (a) has thoroughly investigated and considered the Scope of Services to be performed;
 - (b) has carefully considered how the services should be performed;
 - (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- 4.2** If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

Section 5. Compensation and Payment.

- 5.1** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (“Key Personnel & Compensation”). The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by City.
- 5.2** The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount.
- 5.3** Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services. If applicable, the invoice must also provide a budget summary including the total amounts previously invoiced and paid, the current invoice amount and the budget remaining.
- 5.4** City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission.
- 5.5** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant’s invoice.
- 5.6** Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment.
- 5.7** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant’s work is found substantially inadequate.

Section 6. Required Documentation Prior to Performance.

- 6.1** Consultant may not perform any services under this Agreement until:
- (a) Consultant furnishes proof of insurance as required under Exhibit C;
 - (b) Consultant provides City with a Taxpayer Identification Number;
 - (c) Consultant obtains a City business tax certificate and license, if applicable, and provides proof of compliance; and

(d) City gives Consultant a written notice to proceed.

- 6.2** The City will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Time of Performance; Excusable Delays; Extensions.

- 7.1** Consultant must adhere to all schedules and deadlines set forth in this Agreement.
- 7.2** Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 7.3** If Consultant is delayed by any cause beyond Consultant's control, City may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify City within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant's performance of services.

Section 8. Cooperation by City.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

Section 9. Project Documents.

- 9.1** All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement.
- 9.2** Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

Section 10. Confidential Information; Release of Information.

- 10.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.
- 10.2** Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- 10.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused to the extent by or incurred as a result of Consultant's conduct.
- 10.4** Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.
- 10.5** All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

Section 11. Consultant's Books and Records.

- 11.1** Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement.

- 11.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.
- 11.3** Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 12. Status of Consultant.

- 12.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of City. Consultant has no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- 12.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. Consultant agrees that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, or employees of City.
- 12.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 13. Compliance with Applicable Laws.

- 13.1 In General.** Consultant must use the standard of care in its profession to keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement that apply to the services performed by Consultant.
- 13.2 Professional Licenses and Approvals.** Consultant agrees that it will, at its sole cost and expense, obtain and maintain in effect at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession.

13.3 Employment Laws. Consultant agrees to comply with all applicable federal and state employment laws including those that relate to minimum hours and wages, occupational health and safety, and workers compensation insurance. Consultant further represents that it is an equal opportunity employer and in performing services under this Agreement agrees to comply with all applicable federal and state laws governing equal opportunity employment, and further agrees that it will not discriminate in the employment of persons to perform services under this Agreement on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any such person, except as may be permitted by California Government Code section 12940.

Section 14. Unauthorized Aliens.

Consultant agrees to comply with all of the applicable provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*), as it may be amended, and further agrees not to employ unauthorized aliens as defined under the Act. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against City for the use of unauthorized aliens, Consultant agrees to reimburse City for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by City.

Section 15. Conflicts of Interest.

15.1 Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 *et seq.*), and California Government Code section 1090.

15.2 Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the City in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has any of the financial interests listed in Government Code section 87103.

15.3 If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant must promptly disclose the relationship to City and take such action as City may direct to remedy the conflict.

15.4 City understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to City, it is unaware of any stated position of City relative to these projects. Any future position of City on these projects will not be considered a conflict of interest for purposes of this section.

Section 16. Indemnification.

- 16.1** The parties agree that City should, to the fullest extent permitted by law, be defended, indemnified and held harmless from all Claims (defined below) related to the performance by Consultant of this Agreement. Accordingly, the provisions of this section are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and defend City as set forth in this section.
- 16.2** For the purposes of this section, "City" includes City's officers, officials, employees, agents and volunteers, and "Consultant" includes Consultant's officers, officials, employees, agents and subcontractors.
- 16.3** Consultant agrees to defend and indemnify City from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant committed in performing any services under this Agreement or the failure to comply with any of the obligations of this Agreement (collectively, "Claims") to the extent such Claims arise out of, are a consequence of, or are in any way attributable to, or caused, in whole or in part, by the negligence, recklessness, or willful misconduct of Consultant in the performance of any services under this Agreement. The Claims subject to Consultant's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.
- 16.4** Consultant must notify City within five days of receipt of notice of any Claim made or legal action initiated that arises out of or pertains to Consultant's performance of services under this Agreement.
- 16.5** Consultant's duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel approved by City, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the Claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. Except for a Claim covered by Consultant's professional liability insurance, the defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of any City indemnified party. If it is finally adjudicated or agreed by City that liability was caused by the comparative active negligence or willful misconduct of any City indemnified party, then Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established or agreed upon comparative liability of the City indemnified party.
- 16.6** Consultant agrees that its defense and indemnity obligation under this section, includes the reasonable costs of attorney fees incurred by City's City Attorney office to monitor and

consult with Consultant regarding the defense of any Claim, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. City will use its best efforts to avoid duplicative attorney work or appearances in order to keep litigation costs to a reasonable minimum. This Section 16.6 does not apply to a Claim covered by Consultant's professional liability insurance.

- 16.7** Consultant agrees that settlement of any Claim against City requires the consent of City. City agrees that its consent will not be unreasonably withheld provided that Consultant is financially able (based on demonstrated assets including insurance) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Agreement.
- 16.8** Consultant's obligation to indemnify City applies unless it is finally adjudicated or agreed by City that the liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party or the City otherwise agrees to such a determination, then Consultant's indemnification obligation will be reduced in proportion to the established comparative liability.
- 16.9** The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.
- 16.10** Notwithstanding any provision of this Agreement to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code section 2782.8, which limits claims to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," is defined in Section 2782.8, and includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities that offer such services in accordance with the applicable provisions of the Business and Professions Code.
- 16.11** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant will be fully responsible for all obligations under this section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights under this Agreement.
- 16.12** The provisions of this section will survive the expiration or earlier termination of this Agreement.
- 16.13** The provisions of this section will survive the expiration or earlier termination of this Agreement.

Section 17. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C ("Insurance"), which is made a part of this Agreement. All insurance policies are subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager or City Attorney.

Section 18. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of City, which may be withheld in the City's sole discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

Section 19. Default; Limitations on Liability.

- 19.1** In the event that Consultant is in default under the terms of this Agreement, City will have no obligation or duty to continue compensating Consultant for any services performed after City provides written notice to Consultant of such default.
- 19.2** Consultant agrees that no City official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of City, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.
- 19.3** City's liability under this Agreement is limited to payment of Consultant in accordance with the terms of this Agreement and excludes any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

Section 20. Termination of Agreement.

- 20.1** City may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant must cease immediately all work and services in progress.
- 20.2** Consultant may terminate this Agreement at any time upon 30 days prior written notice of termination to City.
- 20.3** Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

20.4 Consultant acknowledges City's rights to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from City's termination of this Agreement.

Section 21. Notices.

21.1 All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To City: City of Industry
15625 East Stafford Street, Suite 100
City of Industry, CA 91744
Attention: Paul Phillips, City Manager

(Tel.) (626) 333-2211
(Fax) (626) 961-6795
(E-Mail) Paul@cityofindustry.org

To Consultant: Waste Systems Technology, Inc.
P.O. Box 33252
Long Beach, CA 90832
Attn: Jeff Duhamel

(Tel.) (562) 754-1609
(Fax) (866) 963-0147
(E-mail) jaduhamel@gmail.com

21.2 Notice will be deemed effective on the date personally delivered or electronically transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

21.3 Any party may change its notice information by giving notice to the other party in compliance with this section.

Section 22. General Provisions.

22.1 Authority to Execute; Counterparts. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties.

22.2 Entire Agreement. This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and City prior to the execution of this Agreement.

- 22.3 Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 22.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 22.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature.
- 22.6 Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 22.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 22.8 Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.
- 22.9 Venue.** In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Los Angeles.

[Signatures on the following page.]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties hereby execute this Agreement as follows:

CITY OF INDUSTRY

Mark D. Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

CONSULTANT:

WASTE SYSTEMS TECHNOLOGY, INC., a California Corporation

By _____
Name:
Title:

By _____
Name:
Title:

EXHIBIT A

SCOPE OF SERVICES

[Attached]

Exhibit A

A PROPOSAL FOR

SOLID WASTE CONSULTING
&
RECYCLING PERMIT PROGRAM

FOR THE
CITY OF INDUSTRY
2015-2016

Prepared by: *WASTE SYSTEMS TECHNOLOGY, INC.*
Long Beach, California.

Presented to: *BRIAN JAMES*
City Planner

When: *July 2015*

Cover Letter

Subject: **Proposal to Implement Commercial Recycling Program coupled with AB 939, AB 341, SB 1374, AB 1826 and the California Green Building Code 2014 programming.**

Waste Systems Technology, Inc. (WST) is pleased to present the following task driven proposal for the continued operation of the City of Industry Permit Recycling Program, The ongoing Solid Waste and Recycling Consultant services.

The proposal contained herein addresses the tasks necessary to continue to meet the requirements of AB 939 (The integrated waste management act of 1989), SB 1374 (Mandatory construction diversion programming of 2002), California Green Building Code (2010 and forward), AB 341 (Mandatory commercial recycling act), AB 1826 (Mandatory Organics Waste Recycling) and additional program mandates enacted by California State Legislature and/or CalRecycle.

In addition, WST proposes an option task to continue to support through both educational outreach and technical assistance, the city's desire to update and develop an accurate and complete Use Permit database.

The cost estimate for the 2015-21016 Term is **\$240,785** with an optional task for \$10,635. All services will be completed within twelve (12) months from the date of authorization to proceed.

If you require any further assistance or clarification, please do not hesitate to call me at 562-754-1609.

Sincerely,

Jeff Duhamel
President

I. Related Experience

Waste Systems Technology, Inc. (WST) was established in California in 1997 to focus specifically on the planning and implementation of AB 939 programs identified in the Source Reduction and Recycling Elements (SRRE) of California cities. WST realized the tremendous costs of SRRE development, implementation and compliance for targeted California cities that needed cost-effective programs and services that produced actual results.

WST focuses on the implementation of recycling programs through facility development, permitting, waste studies and surveys as well as statistical methods of diversion accounting and extrapolation.

WST has worked closely with the City of Industry for over twelve (12) years as the City of Industry solid contract solid waste and recycling consultant. WST has assisted the City in a number of programs including the recent construction diversion programming, the food waste monitoring program, a number of recycling education programs, annual CalRecycle reporting, CalRecycle bi-annual reviews, the day-to-day operations of the city's commercial permit recycling program, along with technical and education outreach programs, hundreds of on-site waste audits and WST was instrumental in the CIWMB's adoption of the new base year reporting.

For the last five (5) years, WST has been tasked with the day-to-day operations of City of Industry Salvage/Recycling Permit Program. Having reduced the program costs considerably, last year the City of Industry was afforded the opportunity to reduce the recycler permit fees, saving the recyclers and generators over \$50,000.00 per year.

II. Scope of Work

Task 1.0 Construction and Demolition Waste Monitoring and Reporting Program

The consultant has worked with the City of Industry in the ongoing Construction and Demolition diversion, recycling and monitoring program. This program was originally implemented shortly after the enactment AB 939 requiring municipalities to develop programs of diversion. In 2002 the California Legislature passed SB 1374, requiring all municipalities to enact mandatory construction and demolition recycling programs targeting 75% diversion.

The consultant proposes to continue with the implementation of the existing SB 1374 construction project-tracking program through the recently implemented Construction Waste Management Plan (CWMP) in accordance with the **California Green Building Code** requirements.

1.1. Monitoring

The consultant will monitor active projects on a daily basis by tracking and managing the job-site CWMP from the original submittal date through the completion of each covered project. WST will quantify all on-site, off-site and re-use covered materials as required by CalRecycle and the California Green Building Code.

1.2 Diversion Tonnage Reporting

In addition the consultant will work closely with CNC Engineering, Grand Central Recycling, and Valley Vista Services to confirm the accuracy of reported tonnage information.

1.3 Job-Site Visits/Technical Assistance/Education Outreach

On an ongoing basis the consultant will perform site visits at construction and demolition projects in the City of Industry as well as meet with the franchise hauler to quantify their diversion efforts. Each general contractor from these projects will receive the City's new construction & demolition recycling outreach package along with copies of reporting forms and requirements. The consultant will aid the contractor/developer in the completion of all forms and reporting requirements.

WST will update and reissue educational information for construction and demolition debris recycling through the annual recycling outreach brochure required by CalRecycle.

Task 2.0 City of Industry Recycling/Salvage Permit Program

Since the enactment of AB 939, All City of Industry recyclers have been required to procure an annual Recycling Permit, report their activities on a monthly base while adhering to all the requirements of Chapter 8.20 of the IMC. Additionally, each collector is now required to submit their vehicle insurance certification and a list of all proposed vehicles to be used for collection activities.

WST will qualify each application according to the performance requirements and regulations stipulated IMC 8.20. Each collector will be provided a copy of the ordinance and assisted in the reporting and permitting requirements. WST will issue and document all collector permits, container decals, generator data, vehicle inventory and required insurance certificates.

Any recycler/salvager operating outside of the prescribed permit program will be referred to the City of Industry code enforcement department.

2.1 Reporting

Each and every recycler will be required to submit accurate and verifiable reports as stipulated in IMC 8.20. WST will prepare and mail-out all required monthly blank report logs. Monthly reports will be verified for accuracy and all information contained therein will be gathered into a master database program. All tonnages, points of service (generators), commodities and processing locations will be recorded.

City of Industry personnel will collect all reports and fees. Copies of the payments and original reports shall be submitted to Waste Systems for processing. Waste Systems will not collect any funds from either the recyclers or generators for any aspect of this program. All financial dealings will be processed by City of Industry appointed personnel.

WST requires recyclers to maintain verifiable back-up documentation to substantiate the monthly reports and materials recovered. Verifiable documentation may consist of scale tickets, billing records, dump tickets, and any industry standard reporting documents. All self-haulers will be required to present the same documentation, if requested, as the recyclers. Any generator self-hauling will be required to identify the equipment being used and proof of ownership, additionally; self-haulers will be required to identify a point of final destination.

Waste Systems will reconcile all reports for accuracies so to safeguard against fraudulent reporting.

2.2 Database Management

All program information and data will be kept in a comprehensive database management program. WST will manage a database that will record and document all recycler and generator activities associated with the Salvage/Recycler Permit Program.

All database information including commodities, material handling, container size, bin decal numbers and the generator/recycler relationship will be available for review by city personnel within 24 hours of notice.

2.3 Recycler Audits

When necessary, WST will initiate and perform recycler audits when it discovers inconsistent reporting and/or fraudulent activities. Each audit will include an on-site inspection of all back-up documentation supplied by the particular recycler for that particular reporting period. This Audit will also quantify all tonnages reported, point of generation, and a financial accounting of fees paid.

Any salvager found to be out of compliance or having misreported a number greater than 10% will be referred to the City Investigator for further review.

Task 3.0 Mandatory Commercial Recycling Program (AB 341)

The current recycler/salvage permit program constitutes a significant source of diversion for the City of Industry. In addition, the financial structure of the permit program covers the costs associated with the operation of the program.

For the past number of years, the consultant has overseen the recycler/salvager permit program including; permitting, monitoring, reporting, database management, and recycler audits. With the advent of AB 341 (Mandatory Commercial Recycling) the recycling and reporting program has transitioned from a voluntary program with marginal participation, to a mandatory program that requires citywide participation, monitoring and reporting.

3.1 Education Outreach & Monitoring

Assembly Bill 341 (AB 341) requires that all commercial generators that generate four (4) cubic yards of refuse per week or more, to implement onsite commercial recycling or have their waste processed through a permitted material recovery facility.

AB 341 puts the monitoring and program implementation under the local jurisdiction's control, requiring each municipality to implement mandatory programs and report these actions back to the State of California.

In May of 2014, the City of Industry City Council amended IMC 8.20 requiring all business entities to register as a generator and choose the recycling method they will enact in order to meet the requirements of AB 341.

In 2015, the City and WST distributed a two-page **information/outreach** brochure that described the requirements of AB 341 while soliciting the generators contact information and details on whether the generator had an existing recycling program. WST collected all the information and prepared an exhaustive database that includes the generators desired recycling option, as well as updated contact information, waste generated per week and vital Use Permit information.

During the 2015-2016 fiscal year, WST will continue to manage the generator database, distribute updated outreach materials to all new businesses while maintaining the CalRecycle mandatory annual education outreach to existing covered businesses.

3.2 Onsite Technical Assistance

WST will continue onsite technical assistance in the implementation of city approved commercial recycling programs. WST implements the education and monitoring requirements of AB 939 and AB 341 by working closely with local generators in the setting up of approved recycling programs. WST conducts onsite technical assistance by providing the generators with a zero cost onsite waste and recycling survey. WST meets with the generators key employees, provides a list of options as well as a complete listing of all the permitted recyclers that provide the services that are applicable to the customer.

Task 4.0 **Mandatory Organic Waste Recycling Program**

On September 28, 2014, Governor Brown signed California Assembly Bill 1826 (AB 1826) into law. Beginning in 2016, AB 1826 requires each covered commercial business within the City of Industry to adopt a number of organic-waste recycling programs that target the entire organic waste stream including; food-waste, green-waste, wood-waste and food soiled paper-waste. AB 1826 mandates that the City of Industry provide all education, technical assistance, generator monitoring and annual reports for all covered commercial businesses.

Overview

By January 1, 2016, local jurisdictions must have in place and organics waste recycling program that identifies each covered generator and that identifies programs that meet the above-mentioned organic waste streams.

A covered commercial business is one that generates the stipulated cubic yards of either organic waste or solid waste as presented below.

- **April 1, 2016** – Any commercial business that generates eight (8) cubic yards or more of organic waste per week will be required to arrange for organic waste recycling.
- **January 1, 2017** – Any commercial businesses that generate four (4) cubic yards or more of organic waste per week will be required to arrange for organic waste recycling.
- **January 1, 2019** – Any commercial businesses that generate four (4) cubic yards of **municipal solid waste** will be required to arrange for organic waste recycling.

It is easy to see that time is short and the task is enormous. WST strongly suggests, as recommended by CalRecycle officials, that we focus on the January 2017 goal and immediately identify those covered entities and conduct educational outreach and technical assistance so to meet the 2017 timeline.

4.1 Identify Covered Commercial Businesses

During a recent stakeholders meeting, CalRecycle stated that they expect every jurisdiction to identify covered entities by utilizing the NAISC business codes and implement an approved per employee methodology. CalRecycle stated that they would provide the referenced methodology in the coming months. In addition to the prescribed methodology, jurisdictions are free to submit any additional information that may add to the accuracy of the study.

WST has already conducted research and has been in contact with CalRecycle on avenues by which to identify covered entities. CalRecycle also suggested that in situations that a municipality does not have records of their commercial businesses identifying either the NAISC number or the employee count, to contract with a private listing service such as Dunn and Bradstreet. WST has reached out to Dunn & Bradstreet and has found that their listing services meet all the criteria necessary for this effort. WST will contract with Dunn & Bradstreet for accurate business lists that contain the NAISC number, owner contact information and employee count. WST will geo-code all businesses entities onto an outlined City of Industry boundary map. WST will then delete those entities that reside outside of the city boundaries and then apply the CalRecycle approved methodology to each listed business entity.

Those businesses that meet the requirements of a covered commercial business would be targeted for education outreach documentation and technical assistance. This database will also be utilized in the Use Permit tasks identified later in this proposal.

4.2 Identify infrastructure and opportunities

One of the key provisions contained in the organics recycling mandate is the requirement that the municipalities must provide the generators with recycling opportunities by identifying individual recycling programs for each of the targeted organic waste streams.

WST will work closely with all the stakeholders, including other jurisdictions, in the identification of permitted organic facilities. Additionally, WST will identify organic recyclers, food banks, rendering companies and other opportunities for review the purpose of meeting these unfunded mandates. All information will be provided to the City Engineer for review and direction.

4.3 Outreach & Technical Assistance (Combined with Task 3.1 and 3.2)

WST proposes that we augment the existing AB 341 outreach and technical assistance program with an expanded AB 1826 outreach and technical assistance program. Utilizing the both the existing Salvage Permit database, coupled with above-mentioned NAISC database, WST will prepare a targeted covered business mailing list and begin to both identify existing organic recycling while conducting technical assistance to those generators lacking either opportunity or expertise.

Task 5.0 Project Management, City Meetings and Annual Reporting

WST and the City of Industry staff will meet monthly to review all deliverables and program implementation results. WST will prepare an agenda and produce working documents of all programs currently being implemented.

Any and all program difficulties will be presented to staff for comments and suggestions. WST will present a report of hours allocated to each task to date. WST will review program costs, hourly budgets and proposed changes to the tasks pending.

WST will monitor and track all legislation and regulations that may impact the City or selected programs. All bills before the State Assembly, as well as the State Senate that pertain to solid waste will be reviewed and presented to the City Engineer. In the event proposed legislation would have any impact, either positive or negative, WST will recommend appropriate actions to the City Engineer.

WST staff will prepare any and all annual reports for CalRecycle along with the form 303A/B for DTSC. WST staff will be in attendance during all bi-annual reviews and any local CalRecycle required meetings.

Optional Task(s)

Task 6.0 Solid Waste Generator & Use Permit

In 2014 the City Council approved a revision to chapter 8.20 of the IMC, requiring each business operating within the City of Industry to register as a solid waste generator. This was needed in order to satisfy the mandatory commercial recycling requirements of AB 341, while attempting to ascertain an accurate account of the City of Industry business community.

6.1 Identify/Outreach

It is estimated by Dunn & Bradstreet that approximately 3,700 business entities operate within the City of Industry. Currently only 1,725 businesses hold a valid City of Industry Use Permit and many of those are outdated. Last year WST was able to identify 2,535 businesses through old Use Permit records, Industry Manufacturer Council lists and Valley Vista Services records. Of those 2,535 businesses contacted, 1,333 responded through the Solid Waste Generator Form (Form 104). Of the 1,333 respondents, 298 businesses did not have a Use Permit on file. Of the 935 non-respondents, indications are that approximately 410 of them do not have a use permit on file.

WST proposes to utilize the Dunn & Bradstreet listing service for accurate and reliable business data. WST will procure a business data subscription that will identify all active businesses within the City of Industry. The data will include the business entity, the building owner and all contact information for each. WST will merge the new database with our current database and update all business and contact information.

After the new database is merged and all contact information has been updated, those businesses that are newly identified will receive a packet of recycling outreach materials and information regarding Use Permit requirements. Those businesses and building owners that have yet to respond to previous demand letters, it is proposed by WST that we send a certified letter giving warning to both the building owner and occupant of pending administrative action. The letter will be approved and signed by the City Planner. This letter should be the last opportunity to procure a Use Permit before assessing an administrative fine by code enforcement.

For the term of the subscription, WST will receive updates on all businesses and any changes those identified businesses may have encountered. Updates will include name changes, ownership changes, contact information and address changes. WST will monitor all changes and update the database as well as forward address changes, name changes and contact information to the City of Industry.

6.2 Geo-Code

WST will geocode all business entities on Google map in a color-coded overlay. The maps will identify each business, their contact information and their Use Permit status. The geocode maps will aid code enforcement with critical contact information and location identifiers.

2015-2016 City of Industry Proposal

Task	Title	\$150.00 Principal	\$65.00 Project Mngr.	Total
1.0	Construction Monitoring & Reporting Program			
1.1	Monitoring	40	150	\$15,750.00
1.2	Diversion Tonnage Reporting	30	60	\$8,400.00
1.3	Job-Site Visits/Technical Assistance/Outreach	50	0	\$7,500.00
		120	210	\$31,650.00
2.0	Recycling/Salvage Permit Program			
2.1	Reporting & Permitting	150	450	\$51,750.00
2.2	Database Management	0	750	\$48,750.00
2.3	Recycler Audits	20	0	\$3,000.00
		170	1200	\$103,500.00
3.0	Mandatory Commercial Recycling			
3.1	Education Outreach & Monitoring	104	215	\$29,575.00
3.2	On-Site Technical Assistance	104	0	\$15,600.00
		208	215	\$45,175.00
4.0	Mandatory Organic Recycling			
4.1	Identify Covered Businesses	80	164	\$22,660.00
	<i>Dunn & Bradstreet Subscription Service</i>			\$4,800.00
4.2	Identify Opportunities	20	0	\$3,000.00
4.3	Outreach & Technical Assistance	Inc.	Inc.	Inc.
		100	164	\$30,460.00
5.0	Project Management/Reporting	200	0	\$30,000.00
	Total Cost Estimate	798	1789	\$240,785.00
		\$119,700.00	\$116,285.00	
6.0	Solid Waste Generator & Use Permit			
6.1	Identify/Outreach	10	64	\$5,660.00
6.2	Geo-Code	5	65	\$4,975.00
		15	129	\$10,635.00

Please see the following page for a budget/income breakdown.

2015-2016 Budget/Income Projections

Task	Description	2015-2016 Proposal	2014-2015 Income	2015-2016 Projections	Notes
1.0	Construction Monitoring & Reporting	\$ 31,650.00	\$ 0.00	\$ 0.00	No fees associated/State Requirement
2.0	Recycling Permit Program	\$103,500.00	\$189,522.00	\$192,700.00	Sole income generator
3.0	Mandatory Commercial Recycling	\$ 45,175.00	Included	Included	No fees associated/State Requirement
4.0	Mandatory Organics Recycling	\$ 30,460.00	New	Unknown	New state required program, no fee's assoc.
5.0	Project Management	\$ 30,000.00	Included	Included	
6.0	Solid Waste Generator/Use Permit	\$ 10,635.00	\$ 0.00	\$ 0.00	No fees associated with the Business License
		\$251,420.00	\$189,522.00	\$192,700.00	

Recycling Permit Program Breakdown 2014-2015

- Tonnage – 67,771 x \$2.35 per = \$159,262
 - Permit Fees – 43 x \$500 per = \$ 21,500
 - Permit Fees – 26 x \$200 per = \$ 5,200
 - Decal Fees – 356 x \$10 per = \$ 3,560
- \$189,522**

Recycling Permit Program Projections 2015-2016

- Tonnage – 70,000 x \$2.35 per = \$164,000
 - Permit Fees – 42 x \$500 per = \$ 20,000
 - Permit Fee – 26 x \$200 per = \$ 5,200
 - Decals – 350 x \$10 per = \$ 3,500
- \$ 192,700**

During the 2013-2014 contract year the City was involved with a lawsuit with an unpermitted recycler regarding permit fees and licensing. The City Attorney (BWS) reviewed all the associated costs and income for the recycling/salvage permit program and determined that certain fees were excessive and unfair. The City Attorney recommended that the fees be lowered, causing a net income decrease of approximately \$51,000 for the 2014-2015 fiscal year. Should those changes not have occurred, the income for 2014-2015 would have been \$240,562 easily covering the \$198,765 contract fee for 2014-2015.

Of all the tasks outlined in the proposal only the recycling permit program has income associated with it. The recycling permit program covers the costs of tasks 1.0, 2.0 and 5.0. Task 3.0 “Mandatory Commercial Recycling” has been in place for only one year, while task 4.0 “Mandatory Organic Recycling” is a new state requirement. All in all, subtracting the new programs (3.0 and 4.0) the contract fees for WST services have always been covered by the income generated by the permit program.

Waste Systems 2015-2016 Schedule of Fees

EXHIBIT B

KEY PERSONNEL & COMPENSATION

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are: Jeff Duhamel.
2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$240,785.00.

FEE SCHEDULE

(See attached Schedule)

Exhibit B

Principal	\$150/hour
Senior Consultant	\$135/hour
Administration	\$ 65/hour
Copies/Printing	Cost
Travel	Cost
Postage	Cost

Cancellation Clause

The City may at any time, for any reason, with or without cause, suspend or terminate this agreement, or any portion hereof, by serving upon Waste Systems Technology, Inc. at least thirty (30) days prior written notice. Upon receipt of said notice, Waste Systems Technology, Inc. shall immediately cease all work under this agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this agreement such suspension or termination shall not void or invalidate the remainder of this agreement.

In the event this agreement is terminated pursuant to this section, the City shall pay to Waste Systems Technology, Inc. the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, Waste Systems Technology, Inc. will submit an invoice to the City pursuant to this proposal.

EXHIBIT C

INSURANCE

- A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability:	\$1,000,000
Business Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Requirement.

- B. **Commercial General Liability Insurance.** Commercial general liability insurance must have coverage at least as broad as Insurance Services Office (ISO) CGL Form No. CG 00 01 . The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability for the policy coverage. The insurance must be on an “occurrence” not a “claims made” basis.
- C. **Business Automobile Insurance.** Automobile insurance must have coverage at least as broad as ISO Business Auto Coverage Form CA 00 01 covering bodily injury and property damage, including coverage for any owned, hired, non-owned or rented vehicles. If Consultant or Consultant’s employees will use personal autos in connection with the provision of services under this Agreement, Consultant will provide evidence of personal auto liability coverage for each such person.
- D. **Professional Liability (Errors & Omissions) Insurance.** This coverage must be on a “claims made” basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of Consultant’s services. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Consultant must purchase extended period coverage for a minimum of three years after completion of services.
- E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer’s liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program. Consultant certifies that it is aware of the provisions of the California Labor Code, which require every employee to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the Labor Code. Consultant certifies that it will comply with such provisions before commencing performance of services under this Agreement and thereafter maintain such coverage as required by the Labor Code.
- F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the City, its officials, officers, employees, agents and volunteers are “additional insureds” under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.

- G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by City. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by City in its sole discretion. At the option of City, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City's additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.
- H. **Primary Insurance.** Each of the commercial general liability and business auto insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed "primary" so that any insurance that may be carried by City will be deemed excess to that of Consultant. This endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or current equivalent form acceptable to City.
- I. **Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Consultant must file with the City certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by City. These certificates of insurance and endorsements must be in a form approved by the City Attorney. Consultant must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no termination or cancellation of the required coverage will be effective except upon 30 days' prior written notice to City. The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City's right to require compliance. In the event that Consultant's policies are materially changed, Consultant must provide the City with at least 30 days' prior written notice of the applicable changes.
- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best's Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to City.
- L. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to City for injury to employees of Consultant, its subcontractors or others performing work to satisfy Consultant's obligations under this Agreement. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than \$4,000,000 per occurrence and aggregate.
- M. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against City, its officials, officers,

employees, agents and volunteers, and each insurer must issue a certificate to the City evidencing this waiver of subrogation rights.

- N. **Subcontractor Insurance.** Should the Consultant subcontract out any of the work or services required under this Agreement, it must include all subcontractors as insured's under its policies or maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Exhibit C. If this option is exercised, both City and Consultant must be named as additional insured under the subcontractor's general liability policy. All coverages for subcontractors will be subject to all the requirements of this Exhibit C. The City reserves the right to perform an insurance audit during the term of this Agreement to verify compliance with requirements.
- O. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at Consultant's expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.
- P. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to City in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- Q. **Higher Limits of Insurance.** If Consultant maintains higher limits of insurance than the minimums shown above, City will be entitled to coverage for the higher limits maintained by Consultant.
- R. **Evaluation and Revision of Coverage.** City retains the right to modify, delete, alter or change the insurance requirements set forth in this Exhibit C upon not less than 90 days prior written notice. If any such change results in a substantial additional cost to Consultant, the City and Consultant may renegotiate Consultant's compensation under this Agreement.

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul J. Philips, City Manager

Staff: John Ballas, City Engineer

Date: August 04, 2015

SUBJECT: Electrical Energy Rebate to Pacific Palms Resort

Attached for your consideration is a calculation of the energy rebate being offered to Pacific Palms Resort in the amount of \$516,402.00, as prepared by the City's energy consultant, Mr. Richard Mrlik. This amount is identical to the rebate that Pacific Palms would have received from Southern California Edison's Commercial Utility Building Efficiency (CUBE) and Permanent Load Shift (PLS) incentive rebate programs had the resort remained a customer of SCE.

On December 17, 2014, the City of Industry's electrical utility became the electrical provider for Pacific Palms Resort in accordance with SCE's Wholesale Distribution Access Tariff (WDAT). The City Council approved the Service Agreement for Wholesale Distribution Service on December 11, 2014, which became effective on December 17, 2014. Please see attached copy of the filing by SCE to the Federal Energy Regulatory Commission (FERC) dated December 16, 2014 for details on the WDAT 1107 for this interconnection at Pacific Palms Resort.

The City's electric utility purchases power from third party providers, which is supplied to the SCE grid (SP 15) and in turn, pays SCE a monthly "wheeling" charge of \$1,900 to have it delivered to the subject property. As described in the attached staff memo dated November 6, 2013, the resort will save about \$75,000 annually in electrical charges with the City receiving about \$200,000 in new revenue. The expected annual revenue will offset this "one time" rebate to Pacific Palms Resort and the ongoing maintenance expenses incurred by the utility for the on-site 12kv distribution line. These maintenance expenses were \$111,901 in 2014 and \$129,000 for 2015.

In July, 2013, Pacific Palms Resort contracted with Trane Co. for the installation of the Thermal Energy System "Ice Storage" equipment together with various energy conservation equipment with a total value of over \$4,000,000. All of the new system went on-line in 2014. Richard Mrlik has verified the equipment's efficiency and compared the resort's monthly electrical charges before and after the installation to determine the actual reduction in overall electrical usage. The SCE rebate formulas were then used to determine the total rebate amount.

Staff, therefore, recommends that the City Council approve the rebate report and the payment to Pacific Palms Resort in the amount of \$516,402.00.

JDB:mk

MEMO

Attention: Mr. John Ballas
Subject: 2015 Pacific Palms Commercial Utility Building Efficiency (CUBE) and
Permanent Load Shift (PLS) Incentive Rebate Payments
Date: Monday, August 3, 2015

Summary

IPUC accepted SCE's obligations as plan administrator of two energy programs that Pacific Palms Hotel had participated in while taking retail electric service from SCE. Using SCE's formula, rules and verification metrics, Pacific Palms is entitled to receive financial incentives calculated for the following Programs:

Commercial Utility Building Efficiency (CUBE) Program	\$255,477
Permanent Load Shift (PLS)	<u>\$260,925</u>
Total Rebate	\$516,402

Commercial Utility Building Efficiency (CUBE) Program

Pacific Palms participated in SCE's Commercial Utility Building Efficiency (CUBE) Program which targets existing commercial buildings with HVAC and energy equipment approaching the end of their operational life. CUBE participation was initiated with the 3rd party contractor's (Trane) energy and equipment audit to determine what energy conservation measures (ECM) could best improve Pacific Palms' performance and to estimate energy savings from these measures. To be eligible for financial incentives or CUBE rebates, ECM measures must be installed, operational and verified prior to payment. The incentive payment amount in SCE's CUBE Program is based on fixed incentive rates (per kWh) applied to one year of verified energy savings (kWh), plus a fixed incentive rate (per kW), applied to the resultant peak permanent demand reduction, due to ECMs installed.

In its energy audit, Trane estimated energy and demand savings from ECMs installed at Pacific Palms to be 2,202,414 kWh/yr and 686 kW. Trane's rebate estimate is detailed in Table 2 and is what SCE based its reservation of \$287,088.76 in incentives, subject to verification. IPUC verified actual energy savings and demand reductions by comparing energy use and peak demand before and after ECMs were installed¹. Post ECM energy and demand was calculated with data collected through July 31, 2015. Energy savings were found to be substantially similar to Trane's estimate. Demand savings were also similar, however the demand incentive for thermal energy storage (TES) was removed because CUBE and PLS incentives cannot be provided for the same measure.

EE Incentive Rebate Calculation

The incentive rebate due to ECM Measures was based on verified energy savings and demand reduction. The incentive rebate based on actual data was calculated to be

¹ All monthly electric data used in calculations are provided in Table 4.

\$255,477 as shown in Table 1. The difference between Trane’s estimate and the verified amount was due to the removal of the demand savings in the CUBE calculation of \$35,661 of incentives from the Thermal Energy Storage (TES) system. The TES system was awarded a PLS incentive, hence the \$35,661 demand incentive in the CUBE formula was disallowed. In its CUBE application, Trane had included as the TES incentive because the PLS incentive had not been applied for nor provided.

Permanent Load Shift (PLS)

SCE’s PLS Program provides financial assistance to participants who install and operate of Thermal Energy Storage (TES) systems such as the Pacific Palms Hotel ice storage system. A system eligible to receive rebates must shift electricity use from on-peak to off-peak periods on a recurring basis by storing energy produced during off-peak period and. The TES system at Pacific Palms shifts a portion of its on-peak cooling load to off peak periods. Under SCE’s PLS Program, the system is eligible to received reimbursements for the designed and verified load shift and the reimbursement is calculated using SCE’s PLS Program incentive formula:



Trane’s Sept 2013 Permanent Load Shift Feasibility Study, table 19, represents the maximum designed cooling load shift for the Pacific Palms TES installation is equal to 426 tons. Plugging Trane’s designed cooling load shift of 426 tons into SCE’s PLS Program incentive calculation gives:

$$426 \text{ tons} \times 0.7 \text{ kW/ton} \times \$875 = \$260,925$$

Hence, the maximum PLS incentive rebate for the TES system installed at Pacific Palms is equal to \$260,925. Trane has confirmed that the incentive calculation pursuant to SCE’s PLS Program is equal to \$260,925.

Table 1: Incentive Rebate Calculated from Energy Conservation Measures at Pacific Palms

Energy Conservation Measure	Solution Code	Calculated Savings ¹		Incentive Rebate		Calculated EE Incentive Rebate - \$		
		Actual Data ²		Energy \$/kWh	Pk Dmnd \$/kW	Energy	Demand	Total
		kWh/yr	kW					
ECM 1: Economizers Airside	AC-15142	119,281	12	\$ 0.090	\$100	\$ 10,735	\$1,233	\$ 11,968
ECM 2: CV to VAV	AC-68030	353,091	36	\$ 0.150	\$100	\$ 52,964	\$3,650	\$ 56,613
ECM 3: New HE Chillers	AC-98022	517,731	131	\$ 0.150	\$100	\$ 77,660	\$13,066	\$ 90,726
ECM 4: Thermal Energy Storage	AC-93670	(37,701)	0	\$ 0.150	\$101	\$ -	\$0	\$ -
ECM 5: VFD - Chiller	AC-43210	3,229	1	\$ 0.150	\$100	\$ 484	\$74	\$ 558
ECM 6: VFD - Cooling Tower	AC-658-47	18,292	2	\$ 0.090	\$100	\$ 1,646	\$190	\$ 1,837
ECM 7: VFD - CDW & CHW Pumps	AC-50398	377,588	15	\$ 0.090	\$100	\$ 33,983	\$1,500	\$ 35,483
ECM 8: Chilled Water Reset	AC-15987	27,424	6	\$ 0.090	\$100	\$ 2,468	\$610	\$ 3,078
ECM 9: Condensed Water Reset	AC-25431	62,369	6	\$ 0.090	\$100	\$ 5,613	\$647	\$ 6,260
ECM 10: Economizer Water Side	AC-68473	68,665	7	\$ 0.090	\$100	\$ 6,180	\$712	\$ 6,892
ECM 11: Lighting Retrofit		637,223	153	\$ 0.034	\$100	\$ 21,666	\$15,299	\$ 36,965
TOTAL		2,147,192	370			\$ 213,399	\$ 36,981	\$ 250,380

¹ Allocated kWh Reduction to EE Measure proportional to Trane allocation

² Actual kWh savings calculated from 2013 baseline consumption (unable to obtain 12 full months, however obtained 8 months which confirm Trane Energy savings)

Table 2: Incentive Rebate Calculated from Energy Conservation Measures at Pacific Palms - Trane Projection

Energy Conservation Measure	Solution Code	Projected Savings		Incentive Rebate		Calculated EE Incentive Rebate - \$		
		kWh/yr	kW	\$/kWh	\$/kW	Energy	Demand	Total
ECM 1: Economizers Airside	AC-15142	122,291	0	\$ 0.090	\$100	\$ 11,006	\$0	\$ 11,006
ECM 2: CV to VAV	AC-68030	362,002	37	\$ 0.150	\$100	\$ 54,300	\$3,742	\$ 58,042
ECM 3: New HE Chillers	AC-98022	530,798	131	\$ 0.150	\$100	\$ 79,620	\$13,066	\$ 92,686
ECM 4: Thermal Energy Storage	AC-93670	(38,652)	357	\$ 0.150	\$100		\$35,661	\$ 35,661
ECM 5: VFD - Chiller	AC-43210	3,310	(3)	\$ 0.150	\$100	\$ 497	\$0	\$ 497
ECM 6: VFD - Cooling Tower	AC-658-47	18,754	2	\$ 0.090	\$100	\$ 1,688	\$195	\$ 1,883
ECM 7: VFD - CDW & CHW Pumps	AC-50398	387,118	0	\$ 0.090	\$100	\$ 34,841	\$24	\$ 34,865
ECM 8: Chilled Water Reset	AC-15987	28,116	6	\$ 0.090	\$100	\$ 2,530	\$626	\$ 3,156
ECM 9: Condensed Water Reset	AC-25431	63,943	7	\$ 0.090	\$100	\$ 5,755	\$663	\$ 6,418
ECM 10: Economizer Water Side	AC-68473	70,398	0	\$ 0.090	\$100	\$ 6,336	\$0	\$ 6,336
ECM 11: Lighting Retrofit		653,305	153	\$ 0.034	\$100	\$ 21,924	\$15,299	\$ 37,223
TOTAL		2,201,383	690			\$ 218,496	\$ 69,276	\$ 287,773

FINAL APPROVED CUBE REBATE	\$ 218,496	\$ 36,981	\$ 255,477
-----------------------------------	-------------------	------------------	-------------------

Figure 1

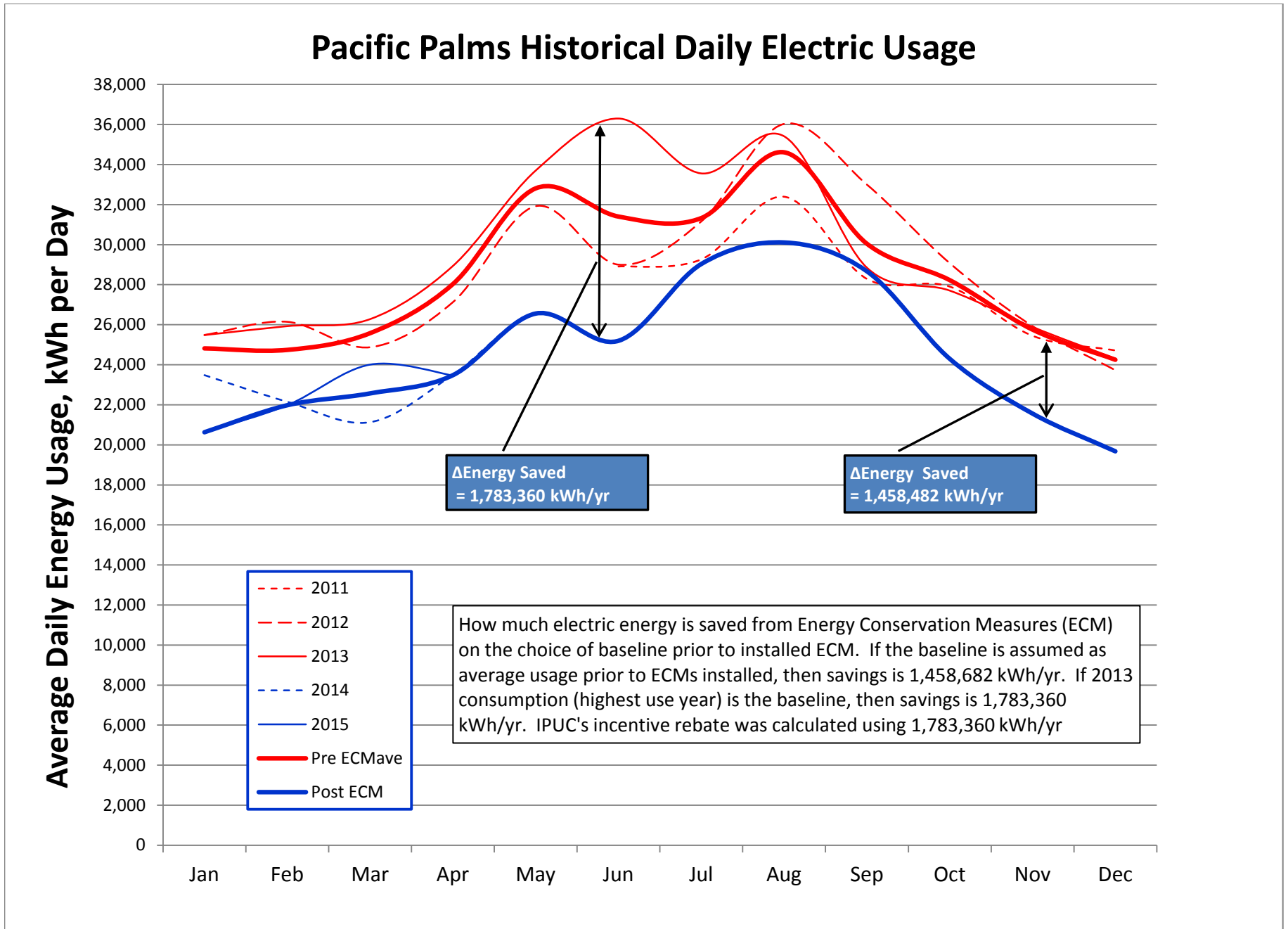


Figure 2

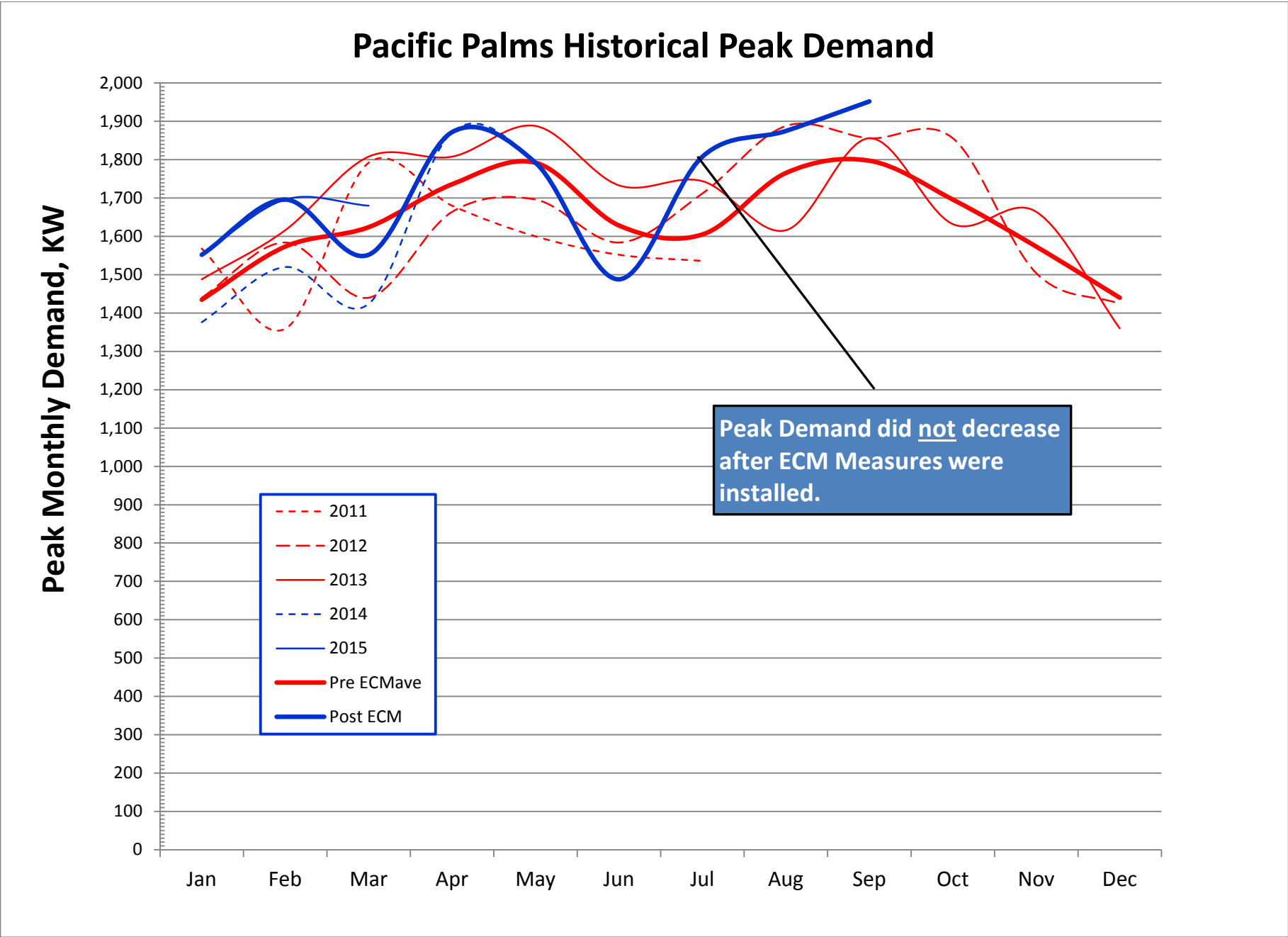


Table 3: Reduction in Electric Consumption Due to Energy Conservation Measures Installed at Pacific Palms Hotel

(based on actual electric usage from SCE invoices)

Month	Pacific Palms Average Daily Usage, kWh per day							kWh/mo Saved from ECM		
	Daily Usage by Month, kWh/Day					Average kWh/d		Vs 2011-13 _{ave}	Vs 2013 _{ave}	Vs 2012 _{ave}
	2011	2012	2013	2014	2015	Pre ECM _{ave}	Post ECM	ΔkWh per mo	ΔkWh per mo	ΔkWh per mo
Jan		25,489	25,483	23,482	20,630	24,818	20,630	129,840	150,445	150,642
Feb		26,145	25,930	22,152	21,979	24,743	21,979	77,392	110,643	116,669
Mar		24,875	26,279	21,131	24,008	25,577	22,569	93,242	115,005	71,479
Apr		27,126	28,935	23,494	23,465	28,030	23,480	136,516	163,654	109,377
May		31,922	33,701	26,559		32,812	26,559	193,849	221,421	166,278
Jun	28,909	29,001	36,300	25,198		31,403	25,198	186,163	333,057	114,087
Jul	29,265	31,161	33,558	29,034		31,328	29,034	71,124	140,260	65,950
Aug	32,394	36,032	35,412	30,109		34,613	30,109	139,613	164,380	183,613
Sep	28,288	32,998	28,848	28,668		30,045	28,668	41,310	5,416	129,914
Oct	27,905	29,074	27,704	24,297		28,228	24,297	121,867	105,640	148,110
Nov	25,448	25,928	25,890	21,562		25,755	21,562	125,807	129,847	130,993
Dec	24,713	23,727	24,309	19,677		24,250	19,677	141,761	143,590	125,571
Annual Energy Savings from ECM Measures								1,458,482	1,783,360	1,512,682

Baseline consumption prior to installation of ECM Measures
 Indicates electric consumption post ECM Measures installed

Table 3a: Reduction in Peak Demand Due to Energy Conservation Measures Installed at Pacific Palms Hotel

Month	Pacific Palms Average Peak Monthly Demand, kW							Permanent kW Reduction from ECM		
	Monthly kWh/Day					Average kWh/d		Vs 2011-13 _{ave}	Vs 2013 _{ave}	Vs 2012 _{ave}
	2011	2012	2013	2014	2015	Pre ECM _{ave}	Post ECM	ΔkWh per mo	ΔkWh per mo	ΔkWh per mo
Jan		1,440	1,488	1,376	1,552	1,435	1,552	(117)	(64)	(112)
Feb		1,584	1,616	1,520	1,696	1,573	1,696	(123)	(80)	(112)
Mar		1,440	1,808	1,424	1,680	1,624	1,552	72	256	(112)
Apr		1,664	1,808	1,872		1,736	1,872	(136)	(64)	(208)
May		1,696	1,888	1,792		1,792	1,792	0	96	(96)
Jun	1,568	1,584	1,733	1,488		1,628	1,488	140	245	96
Jul	1,359	1,712	1,744	1,808		1,605	1,808	(203)	(64)	(96)
Aug	1,792	1,888	1,616	1,875		1,765	1,875	(110)	(259)	13
Sep	1,680	1,856	1,856	1,952		1,797	1,952	(155)	(96)	(96)
Oct	1,600	1,856	1,632			1,696				
Nov	1,552	1,504	1,664			1,573				
Dec	1,536	1,424	1,360	1,456		1,440	1,456	(16)	(96)	(32)
Peak Demand Reduction from ECM Measures								(65)	(13)	(75)

TABLE 4: PACIFIC PALMS HOTEL HISTORICAL ELECTRIC BILLING DATA

Month	SCE Billing Data						IPUC Billing Data			Pacific Palms Usage	
	Read Date	Days	Energy KWH	Peak Dmd-KW	Reactive KVAR	Amount \$	Read Date	Energy KWH	Peak Dmd-KW	Energy KWH/mo	Energy KWH/day
Dec-10							10-Jan-11	362	596		
Jan-11							10-Feb-11	14	37		
Feb-11							10-Mar-11	2,522	888		
Mar-11							10-Apr-11	362	522		
Apr-11							10-May-11	0	0		
May-11							10-Jun-11	179,997	888		
Jun-11	8-Jul-11	30	273,140	1,568	1,040	\$ 52,930	10-Jul-11	594,132	936	867,272	28,909
Jul-11	8-Aug-11	31	368,456	1,359	1,040	\$ 45,135	10-Aug-11	538,745	935	907,201	29,265
Aug-11	7-Sep-11	30	423,188	1,792	1,168	\$ 71,835	10-Sep-11	548,646	981	971,834	32,394
Sep-11	6-Oct-11	29	505,436	1,680	1,040	\$ 81,376	10-Oct-11	314,907	935	820,343	28,288
Oct-11	8-Nov-11	33	920,852	1,600	1,056	\$ 76,105	10-Nov-11	0	0	920,852	27,905
Nov-11	9-Dec-11	31	788,876	1,552	944	\$ 72,509	10-Dec-11	0	0	788,876	25,448
Dec-11	10-Jan-12	32	790,816	1,536	960	\$ 63,178	10-Jan-12	0	0	790,816	24,713
Jan-12	8-Feb-12	29	739,180	1,440	960	\$ 61,515	10-Feb-12	0	0	739,180	25,489
Feb-12	9-Mar-12	30	784,364	1,584	1,008	\$ 55,626	10-Mar-12	0	0	784,364	26,145
Mar-12	9-Apr-12	31	771,132	1,440	944	\$ 59,848	10-Apr-12	0	0	771,132	24,875
Apr-12	8-May-12	29	786,640	1,664	1,024	\$ 56,739	10-May-12	0	0	786,640	27,126
May-12	7-Jun-12	30	806,872	1,696	1,136	\$ 60,958	10-Jun-12	150,800	762	957,672	31,922
Jun-12	9-Jul-12	32	430,816	1,584	1,072	\$ 66,813	10-Jul-12	497,200	948	928,016	29,001
Jul-12	7-Aug-12	29	759,668	1,712	1,104	\$ 80,576	10-Aug-12	144,000	880	903,668	31,161
Aug-12	6-Sep-12	30	724,564	1,888	1,184	\$ 105,747	10-Sep-12	356,400	658	1,080,964	36,032
Sep-12	9-Oct-12	33	893,740	1,856	1,232	\$ 103,098	10-Oct-12	195,200	731	1,088,940	32,998
Oct-12	6-Nov-12	28	814,080	1,856	1,232	\$ 103,710	10-Nov-12	0	0	814,080	29,074
Nov-12	9-Dec-12	33	855,624	1,504	1,024	\$ 66,132	10-Dec-12	0	0	855,624	25,928
Dec-12	9-Jan-13	31	734,752	1,424	912	\$ 63,414	10-Jan-13	800	690	735,552	23,727
Jan-13	7-Feb-13	29	738,196	1,488	944	\$ 55,806	10-Feb-13	800	596	738,996	25,483
Feb-13	11-Mar-13	32	828,568	1,616	1,040	\$ 60,702	10-Mar-13	1,200	572	829,768	25,930
Mar-13	9-Apr-13	29	760,900	1,808	1,152	\$ 67,409	10-Apr-13	1,200	600	762,100	26,279
Apr-13	8-May-13	29	838,308	1,808	1,184	\$ 66,896	10-May-13	800	592	839,108	28,935
May-13	7-Jun-13	30	881,436	1,888	1,248	\$ 78,051	10-Jun-13	129,600	700	1,011,036	33,701
Jun-13	9-Jul-13	32	624,384	1,733	1,280	\$ 88,641	10-Jul-13	537,200	936	1,161,584	36,300
Jul-13	7-Aug-13	29	455,984	1,744	1,152	\$ 95,969	9-Aug-13	517,200	884	973,184	33,558

Month	SCE Billing Data						IPUC Billing Data			Pacific Palms Usage	
	Read Date	Days	Energy KWH	Peak Dmd-KW	Reactive KVAR	Amount \$	Read Date	Energy KWH	Peak Dmd-KW	Energy KWH/mo	Energy KWH/day
Aug-13	6-Sep-13	30	470,352	1,616	1,152	\$ 92,137	10-Sep-13	592,000	844	1,062,352	35,412
Sep-13	7-Oct-13	31	613,496	1,856	1,232	\$ 92,495	10-Oct-13	280,800	836	894,296	28,848
Oct-13	5-Nov-13	29	803,424	1,632	1,104	\$ 97,942	5-Nov-13	0	0	803,424	27,704
Nov-13	8-Dec-13	33	854,364	1,664	1,088	\$ 72,852	8-Dec-13	0	0	854,364	25,890
Dec-13	9-Jan-14	32	776,680	1,360	752	\$ 78,387	10-Jan-14	1,200	496	777,880	24,309
Jan-14	7-Feb-14	29	680,984	1,376	752	\$ 69,154	10-Feb-14	0	276	680,984	23,482
Feb-14	11-Mar-14	32	708,048	1,520	800	\$ 62,631	10-Mar-14	828		708,876	22,152
Mar-14	10-Apr-14	30	633,932	1,424	752	\$ 64,953	10-Apr-14	0		633,932	21,131
Apr-14	9-May-14	29	680,124	1,872	880	\$ 59,755	10-May-14	1,214		681,338	23,494
May-14	10-Jun-14	32	678,716	1,792	880	\$ 71,121	10-Jun-14	171,159		849,875	26,559
Jun-14	10-Jul-14	30	237,528	1,488	784	\$ 75,433	10-Jul-14	518,400		755,928	25,198
Jul-14	8-Aug-14	29	371,548	1,808	848		10-Aug-14	470,425		841,973	29,034
Aug-14	8-Sep-14	29	857,484	1,875	891			15,681		873,165	30,109
Sep-14	8-Oct-14	29	831,364	1,952	928					831,364	28,668
Oct-14	7-Nov-14	30	728,896							728,896	24,297
Nov-14	10-Dec-14	33	711,532							711,532	21,562
Dec-14	9-Jan-15	30	590,304	1,456	768					590,304	19,677
Jan-15	9-Feb-15	31	639,516	1,552	832					639,516	20,630
Feb-15	12-Mar-15	31	681,340	1,696	880			681,572	1,702	681,340	21,979
Mar-15	9-Apr-15	28	672,220	1,680	864			672,439	1,694	672,220	24,008
Apr-15	9-May-15	30						703,945	1,761	703,945	23,465



INDUSTRY PUBLIC UTILITIES COMMISSION

P.O. BOX 3366 • CITY OF INDUSTRY • CALIFORNIA 91744
(626) 333-2211 • Fax (626) 961-6795 • www.cityofindustry.org

Tim Spohn, President
Jeff L. Parriott, Commissioner
John P. Ferrero, Commissioner
Roy M. Haber, Commissioner
Pat Marcellin, Commissioner

Kevin Radecki, Public Utilities Director
Michele R. Vadon, General Counsel
Jodi L. Scrivens, Secretary

MEMORANDUM

TO: Commission Board Members

FROM: JD Ballas *JD Ballas*

DATE: November 6, 2013

RE: **Request for Wholesale Distribution Access Tariff "WDAT" Interconnection at Industry Hills**

Attached for discussion are materials relative to the City's electric utility beginning to provide electrical service to the Pacific Palms Resort located at One Industry Hills Parkway. The first step is for the City to formally request an interconnection with Southern California Edison's (SCE) electrical distribution facilities for wholesale service. SCE would then prepare an agreement to perform a System Impact and Added Facilities Study at the City's expense. The study would identify any modifications to SCE's facilities to establish such service. The benefits and costs associated by the City serving Pacific Palms Resort are detailed below.

BACKGROUND:

The City's electric utility presently has three (3) separate Wholesale Distribution Access Tariff (WDAT) interconnections to Southern California Edison distribution facilities. Each interconnection is comprised of 12 kV switchgear equipment, which include circuit breakers and metering for both SCE and the City. The City purchases power from a third party supplier which inputs such purchases into the SP15 grid, which is controlled by the State Independent Service Operator (CAISO). SCE meters the amount of power delivered to each interconnection and charges the City a "delivery" or otherwise known as "transmission" charge. In turn, the City sends the power through its underground 12kV distribution lines to various customers. State law presently prohibits municipal utilities from simply taking over a customer of another utility by simply replacing the electrical meter itself.

The Industry Hills property is unique in that there is an existing 12kV distribution system which serves multiple end users and includes the required switchgear and circuit protection. Exhibit 1 is a colored map depicting existing switchgear located within the hotel. Exhibit 2 is a single line diagram of this distribution system. Since all of the required equipment is in place, the cost to SCE to establish the interconnection would be minimal. SCE requires that a system impact study be prepared for any proposed WDAT interconnection. These studies determine the cost of any additionally required equipment to protect the upstream SCE distribution system. The attached Draft Service Request letter to SCE will start the process whereby SCE will determine the cost to perform the above mentioned studies. A follow up agreement would be required with SCE to conduct the studies themselves.

RATE COMPARISON:

The largest end user of the existing 12kV distribution system is the Pacific Palms Resort. Attached is a rate comparison based upon their typical annual electrical usage. With the present City rates, Pacific

Palms Resort would recognize \$75,000 annual savings with the City receiving a \$300,000 increase annually in net revenues.

PACIFIC PALMS CENTRAL PLANT RENOVATIONS:

Pacific Palms is planning to completely renovate the central plant heating and cooling systems located in the basement of the hotel. Such work would qualify the hotel to receive energy efficiency rebates from SCE and the Southern California Gas Company in the combined estimated amount of \$660,000. Attached is an Executive Summary provided by the hotel with details on each rebate. The amount of each rebate would be determined by the efficiency of the actual equipment installed.

SUMMARY:

In keeping with the goals of the City's Electric Utility, the reason to serve Pacific Palms would be to affect a reduction in their annual electrical rates. Recognizing their potential for energy efficiency rebates, it would be appropriate to offer the identical rebates for the actual equipment installed at the central plant. In the event that the hotel moves forward and receives the rebates prior to the City's interconnection being approved, the City would reimburse SCE or the Gas Company directly. The combined rebates, estimated to cost \$660,000 would be recovered in approximately two (2) years of net revenues to the City.

RECOMMENDED ACTION:

Staff, therefore, recommends the Service Request Letter be submitted to City Council for consideration.

Switchgear, XFMR facilities located in hotel basement

Existing 12kV IPUC XFMR

Customer and Service Address
Pacific Palms Resort
Main Hotel Meter
133 N. Azusa Avenue
Industry, CA 91744

POINT OF RECEIPT

Existing IPUC 12 kV Switchgear & Metering Cabinet

New 12 kV CAISO Metering & Communications

EXHIBIT 1: POINT OF RECEIPT

December 20, 2011

Pamela Golovkin, Controller
Pacific Palms Resort
One Industry Hills Parkway
Industry Hills, CA 91744

**RE: 2011 Commercial Utility & Building Efficiency Program Project Number (CUBE-11-000060)
Project: Business Energy Audit**

Dear Pamela Golovkin:

Thank you for participating in Southern California Edison's Third Party Implemented Programs. Your project has been reviewed and approved. You may now proceed with the installation of your project.

Based on your estimated energy and demand savings of **1,923,435.2 kWh** and **488.29 kW**, incentives in the amount of **\$287,088.76** will be reserved when the following steps are completed and the contracts have been fully executed by a SCE representative.

Upon receipt of your signed Customer Agreement Form, a SCE representative will counter sign it and a fully executed original will be returned to you for your records.

Upon installation, please contact your Program Implementer. A post installation inspection may be required on this project; your Program Implementer will assist in making the necessary arrangements. Upon post installation inspection (if required), the Program Implementer will complete and submit the Project Completion Certification, which you will need to sign as your acknowledgement that the project is installed and operational.

Once SCE reviews and approves your installed project, you will be notified in writing and the applicable incentive check, or SCE utility bill credit, will be processed.

If you have any questions, please contact your Program Implementer directly. Thank you for your participation in Southern California Edison's Third Party Implemented Programs.

Sincerely,

Market Segment Solutions Team
Southern California Edison Company



Project Feasibility Study

Permanent Load Shifting

Customer:

Majestic Industry Hills, LLC (dba: Pacific Palms Resort)
Mailing Address: 1 Industry Hills Parkway, City of Industry, CA 91744
Service Address: 133 N. Azusa Avenue, City of Industry, CA 91744
Service Account: 3-003-6676-42

Third Party Agent:

Trane Southern California
17760 Rowland Street, City of Industry, CA 91748
Patrick Wilkinson, PE, CEM, BEAP, LEED AP
626-435-1169

Date: July 30, 2013

Table of Contents

Table of Contents	1
List of Figures	1
Executive Summary	3
Building Information	4
Utility Summary	6
Energy Conservation Measures (ECMs).....	11
Energy, Incentive and Economic Overview.....	12
Estimated Incentive	13
Appendices	14

List of Figures

Figure 1: Existing Cooling Plant Schematic	5
Figure 2: Electrical Consumption in kWh.....	8
Figure 3: Electrical Demand in kW	8
Figure 4: Energy cost from existing conditions to proposed measures.....	9
Figure 5: Building EUI comparison	10
Figure 6: Existing Load Profile Per Hour	17
Figure 7: Existing Peak Cooling Day per Hour	18
Figure 8: Proposed Annual Electrical Load per Hour	19
Figure 9: Proposed Peak Cooling Day per Hour	20
Figure 10: Ice charging Schematic	22
Figure 11: Ice depletion schematic	23
Figure 12: Controls Concept Schematic.....	24
Figure 13: Concept Level Siting Plan.....	25
Figure 14: Cooling load summary for peak cooling day.....	26
Figure 15: Energy Consumption Comparison between Measured and Simulated Data	30
Figure 16: Energy Demand Comparison between Measured and Simulated Data	31



List of Tables

Table 1: Energy Savings and Incentive (kWh)3
Table 2: Utility Company Energy Rate Tariffs6
Table 3: Energy Use by Meter6
Table 4: Total Building Energy Use7
Table 5: Energy Cost per Square Foot and Energy Consumption9
Table 6: Building EUI and CI Values9
Table 7: Energy Savings and Incentive (kWh)12
Table 8: Energy Savings and Incentive (kW)12
Table 9: Cost savings table12
Table 10: Economic Analysis12
Table 11: Existing central plant cooling equipment15
Table 12: Proposed central plant cooling equipment15
Table 13: Proposed boiler equipment information15
Table 14: Existing Pumping Equipment15
Table 15: Proposed Pumping Equipment16
Table 16: Existing heat rejection equipment16
Table 17: Proposed heat rejection equipment16
Table 18: TES charging and depletion schedules25
Table 19: Peak cooling load day data, summer27
Table 20: Alternative Energy Efficiency Comparison27
Table 21: Energy Efficiency Data28
Table 22: Baseline Electrical Consumption Calibration Data30
Table 23: Electrical Demand Baseline Calibration Data31
Table 24: Climatic Data32
Table 25: Occupied Space Set point Temperatures & Unoccupied Drift Range33
Table 26: Building Envelope33
Table 27: Occupancy density and occupant load assumptions34
Table 28: Lighting and Miscellaneous equipment load assumptions34



Executive Summary

Pacific Palms Resort has great opportunity to upgrade their current building energy performance. The hotel resort was originally designed with a constant speed central cooling plant consisting of three Carrier centrifugal chillers. The building's airside system consists of multiple air handling units, all of which could be controlled more efficiently. The building is also being supplied energy through an on-site co-generation (co-gen) plant that is owned by the local city. Pacific Palms purchases energy from the co-gen during peak summer hours to offset demand charges. The current building load is approximately 750 tons with an annual energy consumption of approximately 10,655,000 kWh. Overall, the resort has a great opportunity to save energy and increase the comfort for their guests.

Trane has proposed a complete overhaul for Pacific Palms Resort including cooling plant and heating plant retrofits, lighting, airside system controls, building management systems, and thermal energy storage. There are a total of eleven energy efficiency measures proposed for Pacific Palms Resort. Nine of the measures would be submitted through the Southern California Edison (SCE) Commercial Utility Building Energy (CUBE) Third Party Implemented incentive program. The boiler measure will be submitted through the Southern California Gas Company. The thermal energy storage measure will be submitted through the SCE Permanent Load Shift (PLS) incentive program.

The thermal energy storage system will have a total capacity of 2600 ton-hours. The peak building kW load is 1,792 kW and the projected kW shift of the ice storage system is approximately 349 kW. We further propose for both SCE projects to be processed and closed simultaneously.

The TES measure can be seen in the tables below and are described in detail in the Energy Conservation Measures (ECMs) section. Further information regarding the Southern California Edison (SCE) Commercial Utility Building Efficiency (CUBE) Third Party Implemented incentive program measures can be addressed as needed.

Table of Savings:

The following table summarizes the existing baseline and measure cost, energy savings and incentive per measure including solution codes.

Table 1: Energy Savings and Incentive (kWh)

PLS Summarized Savings Table										
Solution Code	Retrofit Type	Solution Description	Estimated Annual kWh Savings	Estimated Annual kW Savings	Estimated Annual Energy Cost Savings	Total Equipment and Installation Cost	Energy Incentive Rate	Estimated Program Incentive	Net Cost to Implement Measure	Simple Payback
		Baseline								
AC-93670	[NEW]	TES	-105,599	349.6	65,504	\$ 1,123,590.00	\$0.00/kWh \$875/kW	305,918	\$817,672.50	
Total			-105,599	349.6	65,504	\$ 1,123,590.00		\$305,918	\$817,672.50	12.48

Building Information

Pacific Palms Background

The Pacific Palms Resort is a 650-acre property located on a hilltop set against the San Gabriel Mountains and overlooks two 18-hole championship golf courses. The facility, built about 1978, comprises approximately 325,000 square feet consisting of an 11-story guest room tower above a 3-story conference center and golf pro-shop. The building is steel-framed construction.

The Garden Level (ground floor) houses a restaurant, lounge and kitchen (Red), Spa, fitness center, golf pro-shop, golf cart storage and maintenance, and portions of the central plant. The lobby level consists of a 12,000 square foot Majestic Ball Room, meeting rooms, and the Cima Restaurant. In addition, lobby level contains the Asian kitchen and the Cima kitchen which serves banquets and special events. The Mezzanine Level consists of meeting and breakout rooms on the public side with housekeeping, engineering and the remainder of the central plant located behind the scenes.

The guest room tower houses 292 oversized guest rooms, 6 suites and 2 presidential suites. For incentive program purposes, the building is classified as a Type 13, Lodging, Hotel facility.

The first floor and common areas, as well as the housekeeping and engineering functions are in operation 24-hours per day, 7-days per week, year-round. The hotel is currently operating at an average occupancy rate of approximately 70%.

HVAC Systems

Air conditioning for the facility is provided by 16 air handlers. One unit, located on the tower roof, handles the common areas within the tower. Two units located on the first level of the Tower handle the Colonial Pavilion and other meeting rooms on the Mezzanine Level (directly below). The remainder of the air handler units are located on the Mezzanine Level and support the Lobby and Garden Level operations. In addition to the air handlers, each guest room has at least one fan coil unit with individual fan control.

Control of the fan coil units is by a three-position switch (Heat-Off-Cool). The hotel does not have an energy management system, nor do the guest rooms have thermostats or occupancy sensors that would enable better setback control for lighting and air conditioning.

Air handlers 1 through 10 and 14 are original equipment by Carrier. Air handler 15 was upgraded in 2002 and is by Thermal Corporation, and rated at 8,500 CFM supply and 7,000 CFM exhaust. Air handler 16 was upgraded in 2002 and is by Thermal Corporation, model no. CMP-371-HS, s/n 01-9549-02, rated at 18,000 CFM supply and 13,300 CFM exhaust.

Central Plant

The air handlers and fan coil units are fed from a 4-pipe system with hot water being provided by four (4) boilers and chilled water being provided by two Carrier 350-ton centrifugal chillers and one Carrier 190-ton screw chiller installed in 1998. The chillers are constant flow systems. Two (2) 350-ton units handle the entire hotel load except during the peak summer months. Chilled water loop temperatures were observed to be 59.6°F in and 45.6°F out.

The chilled water loop is fed by two pumps. The chilled water pumps were observed to have variable frequency drives, operating manually and set at approximately 100% flow. There are (18) Ventilator model 236L exhaust blowers located on the tower roof providing constant volume exhaust for the restrooms in the guestroom tower.

The condenser water loop was observed to be 75.6°F in and 84.6°F out. The loop is fed by two pumps. The loop is circulated to three Evapco cooling towers. Tower fans 1 & 2 are powered by 2-speed motors rated at 15.0-hp and 3.75-hp. Tower fan 3 is powered by a 2-speed motor rated at 15.0-hp and 3.75-hp. Tower 3 was observed to remain on high speed, while Tower 1 varied between high and low speeds.

All existing equipment tables can be seen in Appendix A: Mechanical Equipment.

Existing Cooling Plant Schematic

The following schematic describes the existing cooling plant. The equipment descriptions are referenced above and the mechanical schedules are in Appendix A: Mechanical Equipment.

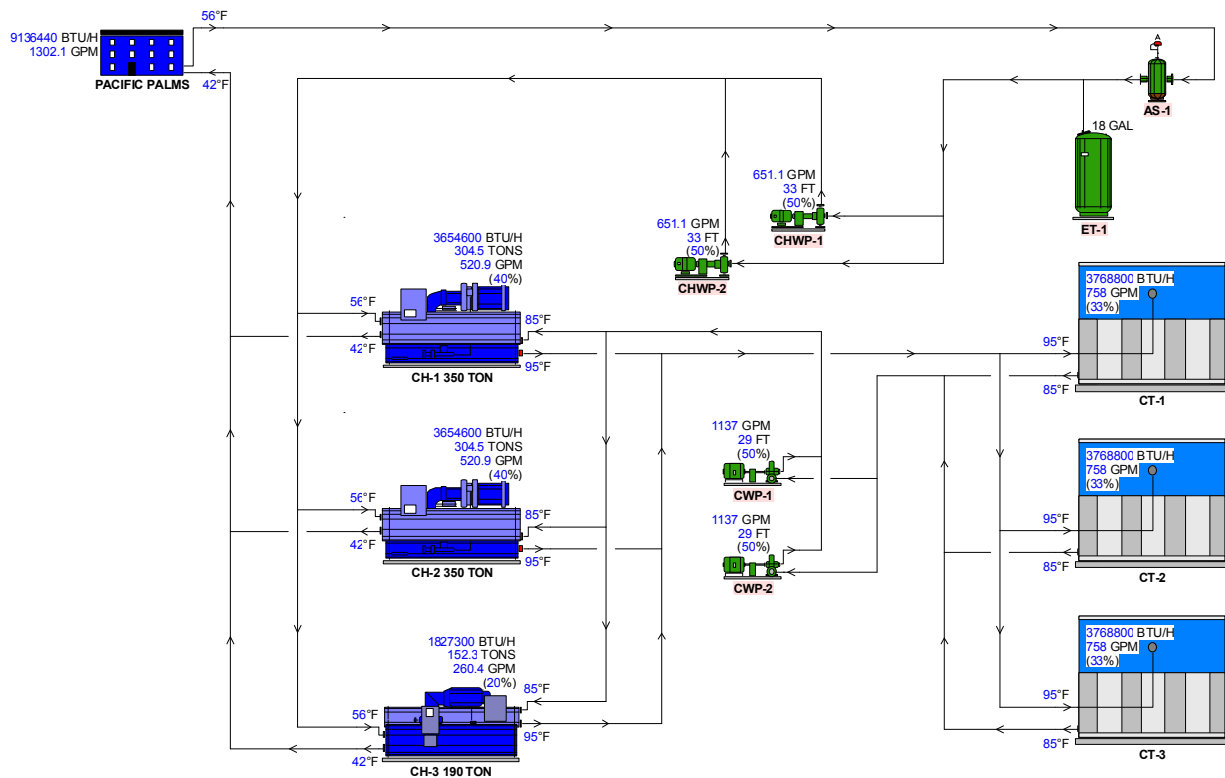


Figure 1: Existing Cooling Plant Schematic

Other Loads – Golf Carts

There are 300 Club Car golf carts and Club Car Power Drive 3 chargers (120v, 9.3A input, 48v, 13A output). Generally, there are approximately 50 to 60 golf carts out at any given time. Each cart has access to a Club Car Power Drive 3 charger. The carts are plugged in as they return from use, however, the chargers are connected to one of six timer-controlled panels. The remote timer controls the start and end of the charging cycle, allowing charging only during nighttime, off-peak hours. One panel of 50

chargers is not connected to the remote timer system, allowing emergency charging during daytime hours.

Electrical

The entire 650-acre site is fed from one 12-kV service and intermittent use of a cogeneration plant. The cogeneration facility was initially installed to provide steam for the laundry facility located adjacent to the cogeneration plant. However, the laundry facility has been red-tagged and abandoned and laundry is contracted off-site. The cogeneration plant appears to be used for peak-shaving from late July to late September as evidenced by the Energy Manager Basic Usage Report (next page). Peak demand, including the cogeneration plant, is calculated to be 1,792 kW with annual usage of 10,655,000 kWh.

Other Buildings

In addition to the main hotel building and the abandoned laundry facility, there are several outbuildings (Saint Andrews Station (approx. 1,600 SF)), an abandoned funicular and a 10,000 SF maintenance building for the landscape contractor), a 30-hp, 125-hp and two 200-hp pumps used for irrigation and fountains on the golf courses, swimming pool and spa pumps, parking lot lighting, walkway lighting, driving range lighting, street lighting and decorative lighting in trees along the ½-mile entrance road all being served from the single service.

Utility Summary

Utility Rates

The building receives power from Southern California Edison (SCE) Utility Company and natural gas from the Southern California Gas Company. The energy costs in this energy analysis were calculated based on the latest edition of the following utility rates. All existing and proposed electrical load profiles can be found in Appendix B: Existing and Proposed Electrical Loads.

Table 2: Utility Company Energy Rate Tariffs

Utility	Company	Rate Schedule
Electricity	Southern California Edison (SCE)	Schedule SCE TOU-8-B-S
Natural Gas	Southern California Gas Company	Schedule SCE GN-10

Customer SA Information

Customer Service Account Number	3-003-6676-42
---------------------------------	---------------

Utility Overview

The local utility is Southern California Edison for electricity. There are two meters at the site that are totalized for billing. Power is also provided at peak times by a co-generation plant. The total annual bills for the period October 2011 through September 2012 are summarized below:

Table 3: Energy Use by Meter

Date	Meter # V345P-000146 V349P-006168 Rate Sch: TOU-8-B Serves: Pacific Palms			Meter # Rate Sch: Co-gen Serves: Pacific Palms		
	KWH	KW	\$	KWH	KW	\$
Jan-13	738,196	1,488	60702	800	690	3024
Feb-13	828,568	1,616	67409	800	596	2633
Mar-13	760,900	1,808	66896	1,200	600	2657
Apr-13	838,308	1,808	78051	800	592	2587
May-13	881,436	1,888	88641	129,600	700	16255
Jun-13	474,036	1,733	95969	537,200	936	62087
Jul-13	759,668	1,712	105747	517,200	844	59664
Aug-12	724,564	1,888	103098	356,400	684	55941
Sep-12	893,740	1,856	103710	195,200	730	31329
Oct-12	814,080	1,856	66132	0	0	0
Nov-12	855,624	1,504	63414	0	0	0
Dec-12	734,752	1,424	55806	0	0	0
Totals	9,303,872	1,888	\$955,576	1,739,200	936	\$236,179

The total demand is approximate as it is uncertain if the cogeneration peak demand occurs simultaneously with the Southern California Edison demand.

Table 4: Total Building Energy Use

Date	Total		
	KWH	KW	\$
Jan-13	738,996	1,488	63,726
Feb-13	829,368	1,616	70,042
Mar-13	762,100	1,808	69,553
Apr-13	839,108	1,808	80,638
May-13	1,011,036	1,888	104,896
Jun-13	1,011,236	1,733	158,056
Jul-13	1,276,868	1,712	165,412
Aug-12	1,080,964	1,888	159,039
Sep-12	1,088,940	1,856	135,039
Oct-12	814,080	1,856	66,132
Nov-12	855,624	1,504	63,414
Dec-12	734,752	1,424	55,806
Totals	11,043,072	1,888	\$1,191,754

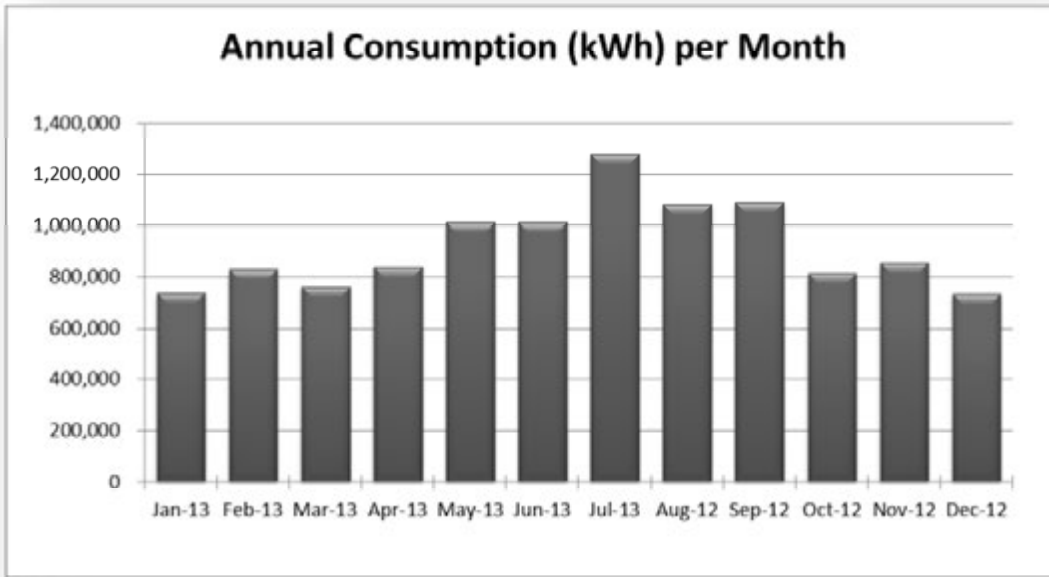


Figure 2: Electrical Consumption in kWh

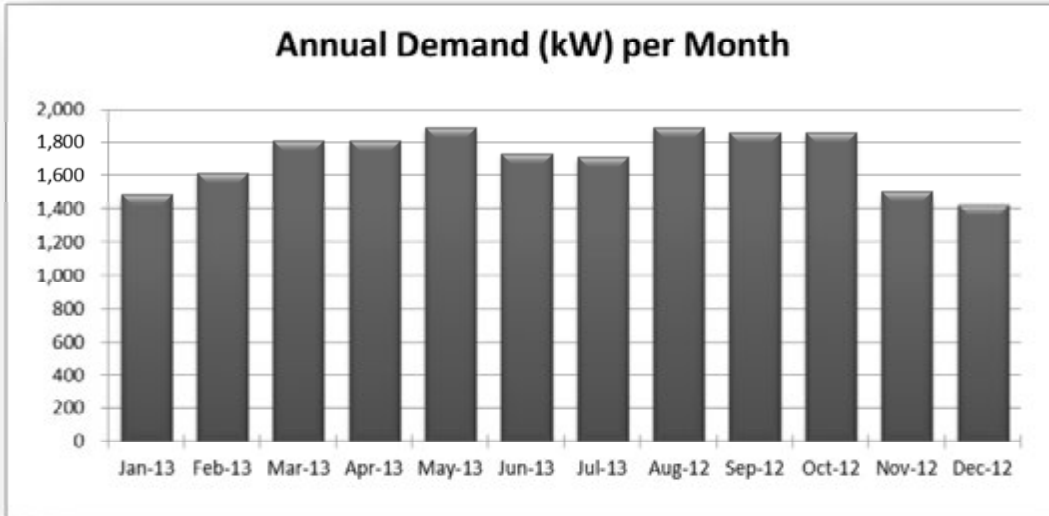


Figure 3: Electrical Demand in kW

The total peak demand at the facility is 1,792 kW the total annual usage is 10,655,000 kWh. The total billings were \$1,327,022. It is important to point out that through the months of May and September the cogeneration plant provided electricity to the facility. The cogeneration provided approximately 2.1 million kWh during this period.

EUI and Cost per Square Foot

The following is a graphical description of the buildings cost per square foot, EUI, and CI, indices commonly used to compare a buildings performance and energy consumption to industry standards and proposed retrofits/upgrades.

Table 5: Energy Cost per Square Foot and Energy Consumption

	Energy Cost (\$/ft ²)	Annual Consumption (Btu/ft ²)	Reduction (\$/ft ²)	Reduction (Btu/ft ²)
Existing Building Baseline	3.52 \$/ft ²	179,312		
Title 24	3.43 \$/ft ²	176,678	\$ 0.09	2,635
TES	2.91 \$/ft ²	163,767	\$ 0.52	12,910

Table 6: Building EUI and CI Values

Energy Consumption	EUI (kBtu/SF/yr)	CI (\$/SF/yr)
Existing	179	\$ 3.52
Calibrated Model	177	\$ 3.43
Proposed Model	164	\$ 2.91

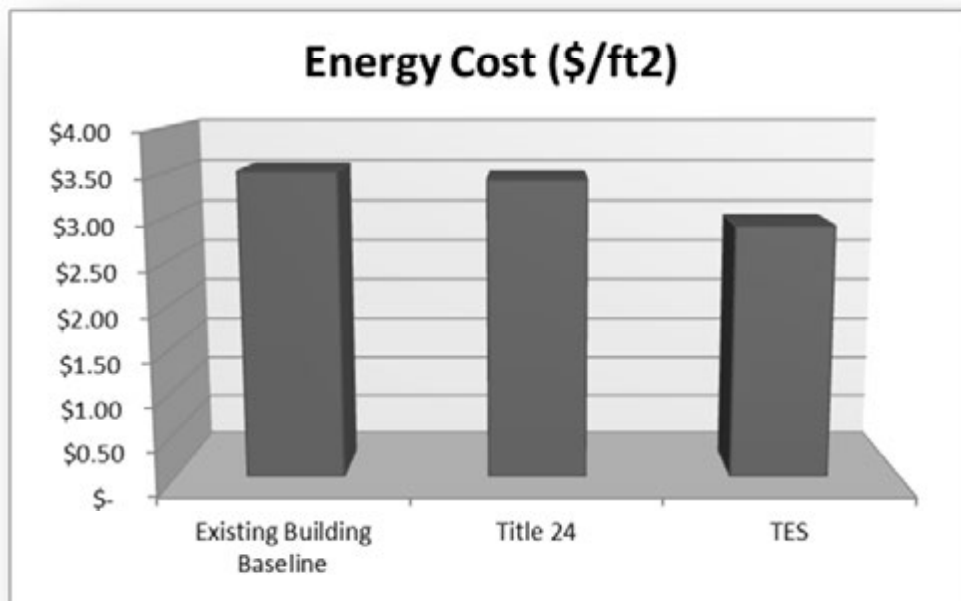


Figure 4: Energy cost from existing conditions to proposed measures

December 16, 2014

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

Dear Ms. Bose:

Pursuant to Section 35.13 of the Federal Energy Regulatory Commission's ("Commission" or "FERC") Regulations under the Federal Power Act (18 C.F.R. § 35.13), Southern California Edison Company ("SCE") tenders for filing the Industry Hills Wholesale Distribution Load Interconnection Facilities Agreement ("IFA") and the Service Agreement for Wholesale Distribution Service ("Service Agreement") between SCE and the City of Industry ("Industry") under SCE's Wholesale Distribution Access Tariff ("WDAT"), FERC Electric Tariff, Volume No. 5.

The documents submitted with this filing consist of this letter of transmittal and all attachments hereto, the IFA, and the Service Agreement.

Background

Industry submitted a request to SCE in accordance with SCE's WDAT for interconnection service and wholesale Distribution Service from the California Independent System Operator Corporation ("ISO") controlled transmission grid to an existing SCE – Industry 12 kV interconnection off of the Valinda 12 kV circuit out of SCE's Puente 66 kV Substation to serve the loads of Industry's end-use customers at 133 North Azusa Avenue, in the City of Industry, California ("Project"). The amount of interconnection service and Distribution Service

requested by Industry is 1.8 MW for the term of twenty (20) years. The Pacific Palms Resort located within the Project is currently being served by SCE as a retail customer.

SCE has determined that Industry is an eligible customer under the WDAT with respect to the Project and that interconnection and Distribution Service could be provided to the Project pursuant to the WDAT without any new facilities.

Service Agreement

The Service Agreement sets forth SCE's agreement to provide Distribution Service from the ISO Grid at the 220 kV bus of SCE's Walnut Substation, to the current point of interconnection at 133 North Azusa Avenue. The Service Agreement provides that service will commence on the later of (1) December 17, 2014; or (2) the date on which construction of any Direct Assignment Facilities and/or Distribution System Upgrades specified in Sections 7.0 and 8.0 of the Specifications For Wholesale Distribution Service attached to the Service Agreement ("Specifications") are completed and all additional requirements are met pursuant to Section 13.5 of the WDAT, or (3) such other date as it is permitted to become effective by the Commission.

Pursuant to Section 9.0 of the Specifications, a loss factor of 2.07 percent will be applied to Industry's Distribution Service. Support for the loss factor is provided in Attachment A to this filing letter.

Pursuant to Section 11 of the Specifications, Industry will pay SCE for Distribution Service under the Service Agreement as follows: (1) a Customer Charge equal to \$6.71 per month; and (2) a Demand Charge which is the product of the Demand Rate of \$1.03/kW-month and the monthly Billing Demand expressed in kW. The monthly Billing Demand is the higher of the metered demand for the billing period or the contract demand. The contract demand is

1,800 kW as set forth in Section 6 of the Specifications. Cost support for the Customer Charge and the Demand Rate is provided in Attachment A to this filing letter.

IFA

The IFA specifies the terms and conditions pursuant to which SCE will own, operate, and maintain the Interconnection Facilities required to interconnect the Project to SCE's Distribution System and pursuant to which Industry will pay for such facilities. The Interconnection Facilities, as described in Exhibit A of the IFA, are those facilities necessary to interconnect the Project to SCE's Distribution System and which will facilitate the Distribution Service SCE will provide under the Service Agreement. The facilities were originally installed to provide retail service to the Pacific Palms Resort.

Following the Effective Date of the IFA, Industry will pay to SCE a monthly Interconnection Facilities Charge to recover the ongoing revenue requirement for the Interconnection Facilities. The Interconnection Facilities Charge is \$40.90 per month and is calculated as the product of Customer-Financed Monthly Rate and the recorded cost of the Interconnection Facilities ($0.39\% \times \$10,487$). Industry has been paying the on-going costs of these facilities through its retail billings from SCE.

The Customer-Financed Monthly Rate is 0.39%. This rate is the rate most recently adopted by the CPUC for application to SCE's retail electric customers for customer-financed added facilities, which does not compensate SCE for replacement of added facilities. Use of the CPUC rate is consistent with the SCE rate methodology accepted for filing by the Commission in prior dockets pertaining to interconnection facilities agreement for wholesale distribution loads. SCE provided cost justification for this rate in Docket No. ER13-819-000.

A table showing the estimated revenues SCE will collect under the IFA during the first 12 months is provided in Attachment B to this filing letter.

As set forth in Section 5, the IFA will become effective upon upon the effective date ordered by the Commission.

Waiver

SCE respectfully requests, pursuant to Section 35.11 (18 C.F.R. § 35.11) of the Commission's regulations, waiver of the 60-day prior notice requirements specified in Section 35.3 (18 C.F.R. § 35.3), and requests the Commission to assign an effective date of December 17, 2014, to the IFA and Service Agreement, the day after the date of this filing. Such waiver would be consistent with the Commission's policy, set forth in Central Hudson Gas & Electric Corp., et al., 60 FERC ¶ 61,106 (1992), *reh'g denied*, 61 FERC ¶ 61,089 (1992), that waiver of the 60-day prior notice requirement will generally be granted where good cause is shown and the agreement is filed prior to the commencement of service. Good cause exists in that such waiver will enable SCE to provide Distribution Service to Industry by its requested service commencement date of December 17, 2014. Without a waiver, such service to the Project would be delayed. The granting of this waiver will not have any impact on SCE's other rate schedules or service agreements.

Other Filing Requirements

No expenses or costs included in the rates tendered herein have been alleged or judged in any administrative or judicial proceeding to be illegal, duplicative, or unnecessary costs that are demonstrably the product of discriminatory employment practices.

SCE believes that the data contained in this letter provides sufficient information upon which to accept this filing; however, to the extent necessary,

SCE requests that the Commission waive its filing requirements contained in Sections 35.5 and 35.13 (18 C.F.R. § 35.5 and 35.13) of the Commission's regulations.

SCE believes this filing conforms to any rule of general applicability and to any Commission order specifically applicable to SCE, and has made copies of this letter and all attachments hereto available for public inspection in SCE's principal office located in Rosemead, California. SCE has mailed copies to those persons whose names appear on the mailing list attached hereto.

SCE requests that all correspondence, pleadings, and other communications concerning this filing be served upon:

Rebecca Furman
Senior Attorney
Southern California Edison Company
P.O. Box 800
2244 Walnut Grove Avenue
Rosemead, California 91770
Rebecca.Furman@sce.com

SCE also requests that an additional copy of any correspondence and orders be sent to the undersigned at James.Cuillier@sce.com.

Very truly yours,



JAMES A. CUILIER

FEDERAL ENERGY REGULATORY COMMISSION

Mailing List

NAME	ADDRESS
Public Utilities Commission Harvey Y. Morris, General Counsel State of California Legal Division harvey.morris@cpuc.ca.gov	State Building 505 Van Ness Avenue San Francisco, California 94102
City of Industry John D. Ballas, City Engineer jdballas@cityofindustry.org	P.O. Box 3366 City of Industry, California 91744-0366

ATTACHMENT A

WORKPAPERS

SUMMARY OF WDAT RATE STUDY METHODOLOGY FOR CITY OF INDUSTRY - PACIFIC PALMS RESORT

In performing a WDAT rate study, SCE uses a multi-step process to develop the gross plant costs allocated to a particular WDAT customer. First, SCE performs a load flow analysis to identify the path that electricity flows from the CAISO Grid to the WDAT customer's point of delivery. Second, the specific distribution facilities along that path are identified, and the gross plant investment of these facilities is obtained from SCE's corporate ledgers. Third, the gross plant investment of the path is allocated to the WDAT customer based on the percent of the WDAT customer's load to the total load along the path.

WDAT Service Path

A high-level diagram from the load flow study of the distribution paths used to serve the City of Industry – Pacific Palms Resort load is provided on page 7 of the WDAT rate study workpapers in the tab entitled “WDAT Path Flow Diagram”. The specific loads, coincident with the individual distribution system peak, on each of these paths (WDAT customer load, total load, and customer % of total) are provided on page 6 of the workpapers. For the City of Industry – Pacific Palms Resort point of delivery, as shown in the path flow diagram of the Puente distribution system (see page 7 of the WDAT study workpapers), energy is delivered at SCE's Walnut 220kV substation where it exits the CAISO Grid as it is transformed to 66kV and enters SCE's distribution facilities (note that the red facilities on the WDAT flow path diagram are under the operational control of the CAISO and the black facilities are SCE's distribution facilities and the WDAT path is highlighted).

The energy then leaves Walnut substation and flows across two 66kV lines to Puente 66kV substation. One path is the Puente-Walnut 66kV line and the other path is the Walnut-Puente-Railroad-Santee 66kV line. The energy enters SCE's Puente 66kV substation, where it is transformed to 12kV and flows across the Valinda 12kV circuit to the point it is delivered to the WDAT Customer's own distribution facilities. As shown on page 6 of the City of Industry – Pacific Palms Resort workpapers, the 66kV line is split into four line segments (i.e., Paths 4-6 and Path 8) with the customer's share of peak day line loading ranging from 1.17% to 20.93%.

WDAT Distribution Line Costs

In the City of Industry – Pacific Palms Resort WDAT rate study workpapers, the gross plant investment on each path is identified as “Gross PIS” on pages 8-10. For determining the distribution (i.e., non-ISO transmission and distribution voltage) line gross plant investment in WDAT rate studies, SCE uses the system average cost per mile of line for overhead, and underground line facilities of similar voltage. Page 19 of the workpapers shows the development of the distribution line cost for the City of Industry – Pacific Palms Resort WDAT rate study in the tab entitled “WDAT Line Costs”. The estimate for the gross plant investment is developed for each line segment identified by the load flow analysis. For example, shown on page 19 of the workpapers, the cost attributed to the 1.12 miles of overhead 66kV line between Walnut substation and Tap 15 (path 5) is \$160,293. The total line gross plant cost associated with WDAT service to the City of Industry – Pacific Palms Resort is \$563,586, as shown on page 19.

WDAT Distribution Substation Costs

For distribution (i.e., non-ISO transmission and distribution voltage) substation facilities in the identified path, SCE uses the replacement costs of the major facilities at the substation location to allocate the total recorded investment at that location to those facilities used to provide WDAT service to the customer. Page 20 of the Pacific Palms Resort workpapers is the substation analysis estimating the cost of substation facilities used to provide distribution service provided to the City of Industry - Pacific Palms Resort point of delivery in the tab entitled “WDAT Substation Costs”. SCE identifies the total distribution investment from its corporate ledgers for the substation location, excluding cost of facilities under CAISO Operational Control using the Transmission Plant Study used in determining SCE’s transmission formula rate.

For example, at Walnut Substation there is \$84,356 in FERC Account 350, \$1,979,057 in FERC Account 352, and \$24,308,105 in FERC Account 353 in distribution facilities costs that must be allocated to the facilities used to provide WDAT service to the City of Industry – Pacific Palms Resort. After the recorded investment is allocated to the major components at that station by FERC Account, then a portion of the major component cost is attributed to the WDAT service provided to the WDAT customer. As shown on page 20 of the Pacific Palms Resort workpapers, WDAT service to the City of Industry – Pacific Palms Resort utilizes two of twelve 66kV double

circuit breaker line positions at Walnut Substation. Therefore 1/6 of the \$17,547 in land costs, 1/6 of the \$411,675 in substation structures and improvements costs, and 1/6 of the \$5,056,463 in the substation equipment costs attributable to 66kV double breaker line positions is associated with the provision of WDAT service to the City of Industry. This same analysis is repeated for each major piece of substation equipment associated with WDAT service to the City. The total distribution substation gross plant associated with WDAT service to the City of Industry – Pacific Palms Resort is \$18,230,608, as shown on page 20.

WDAT Customer Allocation

The final step in determining the gross plant investment attributed to a WDAT customer is to allocate the total gross plant investment of the identified line and substation facilities providing the distribution service to the WDAT customer based on the relationship of the WDAT customer demand and the total demand using the annual peak hour information for that distribution system from the load flow analysis set forth on page 6 of the WDAT workpapers. For the Pacific Palms Resort WDAT study, the allocation of the gross plant investment is shown in the column labeled “WDAT PIS” on workpaper pages 8-11. For example, for the overhead 66kV line facilities on the Puente-Walnut 66kV line between Walnut substation and Puente substation, identified as Path 4-Overhead, the allocation to the City of Industry of the gross plant investment of \$173,590 is 1.25%, or \$2,166 as shown on page 8 of the WDAT Study workpapers. Likewise, the gross plant investment in the Walnut 220 kV substation of \$13,041,303 was allocated 0.27% to the City of Industry, as shown on page 9 of the workpapers. The summary of the gross plant investment costs allocated to the City of Industry is provided on page 10 of the WDAT workpapers. In the case of Pacific Palms Resort, the City of Industry is allocated a total gross plant investment cost of \$51,665 (\$5,555 + \$46,111) for lines, and \$98,310 (\$84,632 + \$13,678) for substations for its WDAT service as shown on page 10 of the workpapers.

The allocated plant to the WDAT customer is then utilized to calculate the rate base and expenses associated with the WDAT service provided.

City of Industry
Pacific Palms Resort WDAT

Line No.	Summary			
1				
2	<u>Annual Revenue Requirement</u>			
3	Demand Charge	\$	22,224	
4	Customer Charge	\$	81	
5	Facilities Charge ¹	\$	-	
6	Total Annual Revenue Requirement	\$	22,304	
7				
8				
9	<u>WDAT Rate Design Summary</u>			
10	Demand Charge	\$	1.03	per kW / mo.
11	Customer Charge	\$	6.71	per mo.
12	Facilities Charge	\$	-	per mo.
13	Total WDAT Revenue Req.	\$	22,304	per year
14	Contract Demand		1,800	kW
15	Loss Factor		2.07%	

1. Does not include Interconnection Facilities Agreement

**City of Industry
Pacific Palms Resort WDAT
Income Statement**

Line No.		
1	Revenue ¹	\$ 22,224
2		
3	Less Expenses	
4	O&M Expense	3,704
5	Admin & General	2,469
6	Total O&M	<u>6,173</u>
7	Other Taxes	1,254
8	Total Expenses	<u>7,428</u>
9	Income after Expenses, Before Taxes	14,796
10		
11	State Income Tax	
12	Income Before Taxes	14,796
13	less: State Tax Dep	4,606
14	Interest	2,086
15	Other Deductions	0
16	S.I.T. Taxable Income	<u>8,104</u>
17	State Income Tax at 8.37%	678
18		
19	Fed Income Tax	
20	Income Before Taxes	14,796
21	less: Interest Expense	2,086
22	Fed Tax Depr	4,449
23	Other Deductions	0
24	State Inc Tax	678
25	FIT Taxable Income	<u>7,583</u>
26	Federal Income Tax at 35.0%	2,654
27	ITC	0
28	Deferred Taxes	-208
29	Total Federal Income Tax	<u>2,447</u>
30	Total State & Federal Tax	3,125
31		
32	Income After Tax	11,672
33		
34	Less: Depreciation Expense	5,132
35	Net Income	<u>6,539</u>
36		
37	Rate Base	90,624
38	Return on Rate Base	7.22%
39		
40	Net Income	6,539
41	less: Preferred Div	435
42	Interest Exp	2,086
43	= Earnings for Common	<u>4,018</u>
44	Common Equity	43,206
45	Return on Common	9.30%

1. Does not include Customer Charge revenue

City of Industry Pacific Palms Resort WDAT

Revenue Requirement

Line No.		
1	Demand Charge (\$/kW/month)	\$ 1.03
2	Customer Charge (\$/month)	\$ 6.71
3	Facilities Charge (\$/month) ¹	\$ -
4	Demand Charge Revenue Requirement	\$ 22,224
5	Billing Demand (kW)	1,800
6		
7	Rate Base	
8	Plant in Service	158,980
9	Less: Depr Reserve	36,321
10	Net Plant	<u>122,659</u>
11	Working Capital	1,112
12	Def Tax Res	<u>-33,147</u>
13	Total Rate Base	90,624
14		
15	Return	6,539
16	Common	4,018
17	Prefered	435
18	Debt	2,086
19		
20	State Tax Dep	4,606
21	State Def Taxes	0
22	Cal. State Inc Tax	678
23		
24	Fed Tax Depreciation	4,449
25	Fed Deferred Taxes	-208
26	Fed Inc Tax	2,654
27		
28	O&M	3,704
29	A&G	2,469
30	Property Tax	972
31	Payroll Tax	282
32	Depreciation Expense	5,132
33	Return	6,539
34	Income Taxes	<u>3,125</u>
35	Total Rev Req ²	22,224

1. Does not include Interconnection Facilities Agreement

2. Does not include Customer Charge

Total Electric Data

Customer Name:

**City of Industry
Pacific Palms Resort WDAT**

Item	Balance Dec. 31, 2013 (\$)	Page Reference
<u>Plant Investment</u>		
<u>End of Year</u>		
Intangible	1,792,693,394	FF1 205.5g
Production	4,480,659,867	FF1 205.46g
Transmission	9,071,634,472	FF1 207.58g
Distribution	17,873,734,007	FF1 207.75g
General	2,566,405,180	FF1 207.99g
Unclassified	0	
Total Elec PIS	<u>35,785,126,920</u>	FF1 207.104g
<u>Deprec. Reserve</u>		
Intangible	881,853,540	FF1 200.21c
Production	2,319,125,338	FF1 219.20c thru 24c
Transmission	1,820,552,232	FF1 219.25c
Distribution	5,905,224,511	FF1 219.26c
General	1,855,592,937	FF1 219.28c
Other	0	
Total Elec Depr Res	<u>11,782,348,558</u>	
<u>Net Plant</u>		
<u>End of Year</u>		
Intangible	910,839,854	
Production	2,161,534,529	
Transmission	7,251,082,240	
Distribution	11,968,509,496	
General	1,710,812,243	
Other	0	
Total Net Plant	<u>24,002,778,362</u>	
Distribution Material & Supplies	7,199,816	FF1 227.9c
Transm Material & Supplies	946,378	FF1 227.8c
Prepayments	69,113,127	FF1 111.58d
General & Intangible Plant Depr Expense	441,491,037	FF1 336.1d + 336.10b
<u>O&M Expense</u>		
<u>End of Year</u>		
Transmission	316,012,264	FF1 321.112b
Less Trans. By Others a/c 565	(31,883,590)	FF1 321.96b
Less 566- ISO/RSBA/TSP BA	(66,947,429)	TO9 Formula Rate, Sch. 19, Exclusion D
Adjusted Transmission	217,181,245	
Distribution	461,915,520	FF1 322.156b
<u>Admin & Gen</u>		
Salaries	521,548,033	FF1 323.181b
Office Exp	152,455,978	FF1 323.182b
(Credit)	(123,756,875)	FF1 323.183b
Outside Svc	69,572,362	FF1 323.184b
Prop Ins	21,629,921	FF1 323.185b
Inj & Dam	115,243,086	FF1 323.186b
Pen & Ben	237,122,922	FF1 323.187b
Franchise	107,623,671	FF1 323.188b
Regulatory	37,629,040	FF1 323.189b
Exclude General Advertising (a/c 930.1)	(328,718)	FF1 323.191b
Exclude Misc General (a/c 930.2)	(9,789,109)	FF1 323.192b
Rents	22,993,277	FF1 323.193b
Maint Gen Pl	18,382,085	FF1 323.196b
Total A&G	<u>1,170,325,673</u>	

Labor-Related Tax

FICA	129,560,694	FF1 263.6i
FUTA	1,910,136	FF1 263.10i
SUI	5,216,301	FF1 263.24i
Total Lab-Rel Tax	136,687,131	

Tot Elec Labor

Production	236,845,240	FF1 354.20b
Transmission	73,140,956	FF1 354.21b
(Cust Labor)	727	
Distribution	215,344,113	FF1 354.23b
(Cust Labor)	720	
Customer Accounts	91,588,978	FF1 354.24b
Customer Service and Info.	80,453,803	FF1 354.25b
Sales	4,333,382	FF1 354.26b
Subtotal Excluding Cust Labor	700,706,472	

A&G Labor	258,683,023	FF1 354.27b
Total Electric Labor	959,389,495	

Property Tax

D.C. (excluded from COS)	0	
Nevada	555,588	FF1 263.2.25i + 263.2.26i
New Mexico	6,527,253	FF1 263.2.27i + 263.2.28i
Arizona	7,538,705	FF1 263.2.20i + 263.2.21i
California	204,159,398	FF1 263.2.22i + 263.2.23i
Total Prop Tax	218,780,944	

Tax Data

City of Industry

Pacific Palms Resort WDAT

Accumulated Deferred Income Taxes	(4,086,198)
Def Tax Expense	(31,234)
State Tax Depr	522,957
Fed Tax Depr	493,744
Accumulated Book Depreciation	(4,101,815)
Book Depreciation Expense	528,868

Total General Plant Tax Data

Def Tax Reserve	(261,329,000)
Def Tax Expense	20,170,000
State Tax Depr	209,658,000
Fed Tax Depr	246,157,000

FIT Rate	35.00%	TO9 Formula Rate, Schedule 26
SIT Rate	8.37%	TO9 Formula Rate, Schedule 26

Customer Accounts Expense

(901) Supervision	12,381,520	FF1 322.159b
(902) Meter Reading Expenses	18,209,030	FF1 322.160b
(903) Customer Records and Collection Expe	106,467,190	FF1 322.161b
(904) Uncollectible Accounts (excluded)	(36,008,333)	FF1 322.162b
(905) Miscellaneous Customer Accounts Exp	17,993,852	FF1 322.163b
TOTAL Customer Accounts Expenses	119,043,259	

Total No. of Customers	4,965,241	FF1 301.10f
------------------------	-----------	-------------

Cost of Capital

	Weight	Cost	Wtd Cost	Source
Debt	43.9%	5.24%	2.30%	TO9 Formula Rate, Sch. 1, Lines 44 & 47
Pref	8.4%	5.7%	0.48%	TO9 Formula Rate, Sch. 1, Lines 45 & 48
Equity	47.7%	9.3%	4.43%	TO9 Formula Rate, Sch. 1, Lines 46 & 49*
Total Cost of Capital	100.0%		7.22%	

* SCE's ROE excludes 50 basis point adder for CAISO participation.

Loss Factor Calculations

Peak Demand	=	1,800 kW
Annual Energy	=	12,314,808 kWh
Load Factor	=	0.78
Loss Factor	=	0.66

Loss Factor Summary	
Transformer Losses	0.37%
Line Losses	1.71%
Total Losses	2.07%

Path	From Bus	kV	To Bus	kV	No-Load Losses (kW)	Full-Load Losses (kW)	Path Capacity (MVA)	Customer Load on Path (MW)	Peak Load on Path (MW)	Customer Share (%)	Annual Path Losses (kWh)	Customer Share of Losses (kWh)	Customer Loss Factor (%)
1	Walnut	230	Walnut	66	160.9	163.9	280	0.6	246.6	0.24%	2,145,918 kWh	5,221 kWh	0.04%
2	Walnut	230	Walnut	66	151.6	161.6	280	0.6	221.0	0.27%	1,911,185 kWh	5,189 kWh	0.04%
3	Walnut	230	Walnut	66	161.9	160.5	280	0.7	240.5	0.29%	2,104,165 kWh	6,124 kWh	0.05%
7	Puente	66	Puente	12	73.6	79.0	72	1.8	63.0	2.86%	995,107 kWh	28,432 kWh	0.23%
Total Transformer Loss													0.37%

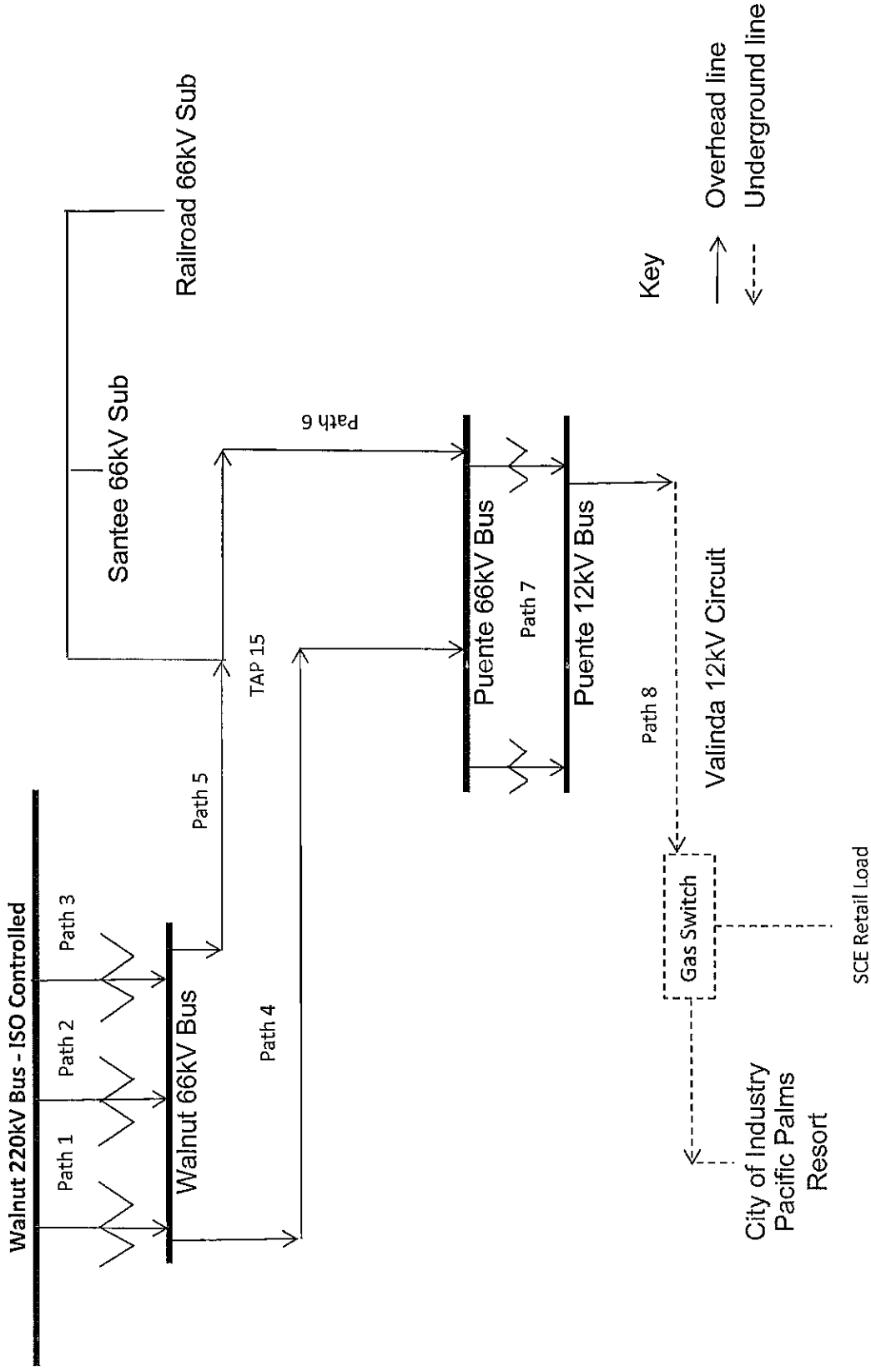
Path	From Bus	kV	To Bus	kV	Customer Load on Path (MW)	Peak Load on Path (MW)	Customer Share (%)	Line Distance (miles)	Line Resistance (%)	Annual Path Losses (kWh)	Customer Share of Losses (kWh)	Customer Loss Factor (%)
4	Walnut	66	Puente	66	0.7	56.1	1.25%	1.20	0.84%	1,531,403.7576 kWh	19,108 kWh	0.16%
5	Walnut	66	Tap 15	66	0.8	68.6	1.17%	1.12	0.31%	845,073.7760 kWh	9,855 kWh	0.08%
6	Tap 15	66	Puente	66	1.1	6.8	16.18%	0.06	0.02%	455.3564 kWh	74 kWh	0.00%
8	Puente	12	Customer Panel	12	1.8	8.6	20.93%	0.06	20.20%	865.432.0443 kWh	181,137 kWh	1.47%
Total Line Loss												1.71%

Substation Allocations

Customer Load on Path (MW)	Peak Load on Path (MW)	Customer Share (%)
1	247	0.24%
1	221	0.27%
1	241	0.29%
2	709	0.27%

Customer Load on Path (MW)	Peak Load on Path (MW)	Customer Share (%)
2	63	2.86%

PAGE/TAB - WDAT FLOW PATH DIAGRAM



CUSTOMER PLANT IN SERVICE (PIS)

**City of Industry
Pacific Palms Resort WDAT**

LINES

Transmission Lines

Path 4-Overhead

	1.25%	
	Gross	WDAT
	PIS	PIS
350 Land	7,845	98
352 Bldg & Impr	285	4
353 Station Equip.	273	3
354 Trans Poles	10,201	127
355 SubTrans Poles	113,183	1,412
356 OH Cond & Dev	41,242	515
357 UG Conduit	0	-
358 UG Conductors	0	-
359 Roads	561	7
TOTAL	173,590	2,166

Path 5-Overhead

	1.17%	
	Gross	WDAT
	PIS	PIS
350 Land	7,244	84
352 Bldg & Impr	263	3
353 Station Equip.	252	3
354 Trans Poles	9,419	110
355 SubTrans Poles	104,513	1,219
356 OH Cond & Dev	38,083	444
357 UG Conduit	0	-
358 UG Conductors	0	-
359 Roads	518	6
TOTAL	160,293	1,869

Path 6-Overhead

	16.18%	
	Gross	WDAT
	PIS	PIS
350 Land	424	69
352 Bldg & Impr	15	2
353 Station Equip.	15	2
354 Trans Poles	552	89
355 SubTrans Poles	6,122	991
356 OH Cond & Dev	2,231	361
357 UG Conduit	0	-
358 UG Conductors	0	-
359 Roads	30	5
TOTAL	9,389	1,519

Distribution Lines

CUSTOMER PLANT IN SERVICE (PIS)

City of Industry
Pacific Palms Resort WDAT

Path 8 - Valinda Overhead

		20.93%	
		Gross	WDAT
		PIS	PIS
364		3,358	703
365		2,395	501
366		0	-
367		0	-
TOTAL		5,754	1,204

Path 8 - Valinda Underground

		20.93%	
		Gross	WDAT
		PIS	PIS
364		0	-
365		0	-
366		50,824	10,638
367		163,733	34,270
TOTAL		214,557	44,907

Transmission Substations

Walnut 220kV

		0.27%	
		Gross	WDAT
		PIS	PIS
350		41,716	112
352		978,688	2,625
353		12,020,899	32,237
TOTAL		13,041,303	34,973

Walnut 66kV

		0.27%	
		Gross	WDAT
		PIS	PIS
350		10,493	28
352		246,181	660
353		3,023,765	8,109
TOTAL		3,280,440	8,797

Puente 66kV

		2.86%	
		Gross	WDAT
		PIS	PIS
350		732	21
352		76,358	2,182
353		1,353,054	38,659
TOTAL		1,430,144	40,861

CUSTOMER PLANT IN SERVICE (PIS)

**City of Industry
Pacific Palms Resort WDAT**

Distribution Substations

Puenete 12kV		2.86%	
		Gross PIS	WDAT PIS
	360	245	7
	362	25,560	730
	363	452,917	12,940
	TOTAL	478,722	13,678

Total Transmission Lines	WDAT PIS
350 Land	251
352 Bldg & Impr	9
353 Station Equip.	9
354 Trans Poles	326
355 SubTrans Poles	3,622
356 OH Cond & Dev	1,320
357 UG Conduit	0
358 UG Conductors	0
359 Roads	18
Total Transmission Lines	5,555

Total Distribution Lines	WDAT PIS
364	703
365	501
366	10,638
367	34,270
Total Distribution Lines	46,111

Total Transmission Substations	WDAT PIS
350	161
352	5,466
353	79,004
Total	84,632

Total Distribution Substations	WDAT PIS
360	7
361	730
362	12,940
Total	13,678

CUSTOMER PLANT IN SERVICE (PIS)

City of Industry
Pacific Palms Resort WDAT

Tax & Depreciation Expense

SUM OF TOTALS	Gross PIS	WDAT PIS
Allocated Tr Lines	343,273	5,555
Allocated Trs Subs	17,751,887	84,632
Allocated Distr lines	220,310	46,111
Allocated Distr Subs	478,722	13,678
Total	18,794,192	149,975
% of Gross PIS	0.80%	

WDAT Tax & Depreciation Expense Information

	Depreciation Expense		Fully Norm DFIT		Depreciation Expense	Accum. Depreciation
	Federal	CA	Expense	Balance (Reserve)		
City of Industry Pacific Palms Resort WDAT	493,744	522,957	-31,234	-4,086,198	528,868	-4,101,815
Customer % Share	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%
Customer Share	3,940	4,173	-249	-32,607	4,220	-32,732

Footnote: Excludes any Interconnection Facilities subject to the Interconnection Facilities Agreement

O&M Allocation

**City of Industry
Pacific Palms Resort WDAT**

Sources: FERC Form 1
(totals from Input page)

O&M Allocation	Total Electric (\$)	Allocator	Customer
<u>T & D O&M</u>			
Net Trans O&M Expenses	217,181,245		
Transm Allocation Factor (Cust % of Gross Tran. Plant)		0.0010%	
Customer Transmission O&M			2,159
Net Distribution O&M Expenses	461,915,520		
Dist Allocation Factor (Cust % of Gross Dist. Plant)		0.0003%	
Customer Distribution O&M			1,545
Total Customer T&D O&M			3,704
<u>Administrative and General</u>			
Total Electric A&G Expenses	1,170,325,673		
Less: Property Ins.	21,629,921		
Net A&G	1,148,695,752	0.0002%	2,373
Plus: Prop Ins to Customer	21,629,921	0.0004%	96
Total Customer A&G			2,469

Other Taxes

Payroll-Related	136,687,131	0.0002%	282
Property Tax	218,780,944	0.0004%	972
Total Customer Other Taxes	355,468,075		1,254

Rate Base Components

Customer Transmission Plant

Gross Plant in Service	90,186		
Less: Acculated Depreciation	19,683		
Net Plant in Service	70,503		

Customer Distribution Plant

Gross Plant in Service	59,789		
Less: Acculated Depreciation	13,049		
Net Plant in Service	46,740		

Customer General & Intangible Plant

Tot Elec General & Intangible P I S	4,359,098,574		
Less: Depr Res	1,737,446,477		
Net Gen & Intangible PIS	2,621,652,097		
Labor Ratio		0.0002%	
General Plant allocated (Gross)	9,005		
General Plant Reserve allocated	3,589		
Net General Plant to Customer	5,416		
Gen Plant Depr Rate		10.1280%	
Customer Gen Plant Dep Exp			912

Tax Data

City of Industry Pacific Palms Resort WDAT

Def Tax Reserve	-4,086,198
Def Tax Expense	-31,234
State Tax Depr	522,957
Fed Tax Depr	493,744

Total General Plant	Gen Plant	Allocator	Customer Share
Def Tax Reserve	-261,329,000	0.0002%	-540
Def Tax Expense	20,170,000	0.0002%	42
State Tax Depr	209,658,000	0.0002%	433
Fed Tax Depr	246,157,000	0.0002%	508

Working Capital	Total Electric	Allocator	Customer Share
Material & Supply - Distribution	7,199,816	0.0003%	24
Material & Supply - Transmission	946,378	0.0010%	9
Prepayments	69,113,127	0.0004%	307
Cash (1/8 O&M + A&G)			772
Total Customer Working Cap			1,112

Customer Rate Base

Net Transmission Plant	70,503
Net Distribution Plant	46,740
Net General plant	912
Working Capital	1,112
Deferred Taxes	-33,147
Total Rate Base	86,120

Plant Allocation Factors	Total Electric	Allocator
Total Elec Transm PIS	9,071,634,472	
Cust Transm PIS	90,186	
Cust % Plant of Tot Elec		0.0010%
Total Elec Distr PIS	17,873,734,007	
Cust Dist Plant	59,789	
Cust % Plant of Tot Elec		0.0003%
Total Electric Plant		
Tot Elec Gross PIS	35,785,126,920	
Less: Tot Elec Depr Reserve	11,782,348,558	
Tot Elec Net Plant In Service	24,002,778,362	
Cust % of Plant:		
Gross Plant Ratio		0.0004%
Gross Plant Ratio including allocated General & Intangible		0.0004%
Net Plant Ratio		0.0005%
Net Plant Ratio including allocated General & Intangible		0.0005%

Wages and Salaries (For allocating purposes)	Total Electric Labor	Allocator
Labor:		
Production	235,845,240	33.658%
Transmission	73,140,229	10.438%
Transmission - Customer	727	0.0001%
Distribution	215,343,393	30.732%
Distribution - Customer	720	0.0001%
Customer Accounts	91,588,978	13.071%
Customer Service and Info.	80,453,803	11.482%
Sales	4,333,382	0.6184%
Subtotal	700,706,472	100.000%

A&G Labor	258,683,023	
Tot Elec Labor	959,389,495	
Customer Labor	1,447	0.0002%

General & Intangible Plant Revenue Requirement

Rate Base

Plant in Service	4,359,098,574
Depr Reserve	<u>1,737,446,477</u>
Net Plant	2,621,652,097
Working Capital	0
Def Tax Res	<u>-261,329,000</u>
Tota Rate Base	2,360,323,097

Total Return	170,316,728
Common	104,652,732
Preferred	11,323,733
Debt	54,340,263

State Tax Dep	209,658,000
State Def Taxes	0
Cal. State Inc Tax	49,905,840

Fed Tax Depreciation	246,157,000
Fed Deferred Taxes	20,170,000
Fed Inc Tax	178,489,501

General & Intangible Plant Carrying Charge		%of Plant
O&M	0	0.00%
A&G	0	0.00%
Property Tax	0	0.00%
Payroll Tax	0	0.00%
Depreciation Expense	441,491,037	10.13%
Return	170,316,728	3.91%
Income Taxes	<u>248,565,341</u>	5.70%
Total General & Intangible Plant Rev Req	860,373,106	19.74%

Customer Accounts / Billing / Records Expenses

City of Industry
Pacific Palms Resort WDAT

Sources: FERC Form 1 (\$)

CUSTOMER ACCOUNTS EXPENSE

(901) Supervision	12,381,520
(902) Meter Reading Expenses	18,209,030
(903) Customer Records and Collection Expenses	106,467,190
(904) Uncollectible Accounts (excluded)	(36,008,333)
(905) Miscellaneous Customer Accounts Expenses	17,993,852
TOTAL Customer Accounts Expenses	119,043,259

CUSTOMER SERVICE & INFORMATIONAL EXPENSES

Excludes Accounts 907-910	0
---------------------------	---

SALES EXPENSE

Excludes Accounts 911-916	0
---------------------------	---

Total Customer Acct, Sales, Service	119,043,259
-------------------------------------	-------------

Total No. of Customers		4,965,241
Cost per Customer	\$	23.98

Allocation of A&G and Labor

Elec Labor

Customer Accounts	91,588,978
Customer Service and Info. (excluded)	0
Sales (excluded)	0
Total	91,588,978

Total Electric Labor	700,706,472
Allocator (CA, SS&I, and Sales Labor / Total Labor)	13.07%

Total A&G (excluding Property Insurance)	1,148,695,752	
Allocated A&G	150,145,423	
A&G per customer	\$	30.24

Total Payroll Tax		136,687,131
Allocated Payroll Tax		17,866,304
	Payroll Tax per customer	\$ 3.60

Allocation of General & Intangible Plant

Tot Elec General & Intangible P I S		4,359,098,574
General Plant Carrying Charge Rate		19.74%
General & Intangible Plant Rev Req		860,373,106
Labor Allocated GP Rev Req to Cust Chg		112,458,921
Gen Plant Rev Req per Cust (excluding Ins)	\$	22.65

Insurance on General & Intangible Plant

Total Electric PIS		35,785,126,920
Total Electric Property Insurance		21,629,921
Property Insurance as % of PIS		0.0604%

Tot Elec General & Intangible PIS		4,359,098,574
General & Intangible Plant Property Insurance		2,634,809
Labor Allocated Gen. & Intangible Plant Property Ins. to Cust Chg.		344,394
General & Intangible Plant Insurance per Customer	\$	0.069

		\$ 22.72
--	--	----------

Total Customer Charge

Cost per Customer	\$	23.98
Allocated A&G	\$	30.24
Allocated Payroll Tax	\$	3.60
Allocated General & Intangible Plant	\$	22.72
Total Annual Customer Costs	\$	80.53
Total Customer Costs per month	\$	6.71

City of Industry
WDAT SERVICE TO Pacific Palms Resort
Recorded Data as of December 31, 2013

TRANSMISSION LINE COSTS
General Ledger - Location No. 4105

OVER/ UNDER	LOC. NO.	EOY 2013 O/H CIRCUIT MILES	EOY 2013 U/G CIRCUIT MILES	350	352	353	354	355	356	357	358	359	TOTAL
OH	4105	4.651		\$30,085,408	\$1,046,153	\$1,046,153	\$3,113,621	\$434,048,770	\$188,160,747			\$2,151,950	\$ 665,705,544
UG	4105		327	\$2,112,895	\$76,751	\$73,468				\$44,521,365	\$106,255,771	\$ 160,862	\$ 233,201,203
UG	4105		2	\$11,630	\$422	\$404				\$245,065	\$ 1,025,192	\$ 866	\$ 1,265,569

WDAT Gross Plant - Lines

PATH	CIRCUIT NAME	LOC. NO.	O/H MILES	U/G MILES	350	352	353	354	355	356	357	358	359	TOTAL
4	OH WALNUT-PUENTE	4105	1.21		\$7,845	\$285	\$273	\$10,201	\$113,183	\$41,242	\$0	\$0	\$561	\$173,590
5	OH WALNUT-PUENTE-RAILROAD-SANTEE	4105	1.12		\$7,244	\$263	\$252	\$9,419	\$104,513	\$38,083	\$0	\$0	\$518	\$160,293
6	OH WALNUT-PUENTE-RAILROAD-SANTEE	4105	0.07		\$424	\$15	\$15	\$562	\$6,122	\$2,231	\$0	\$0	\$30	\$9,389
	GRAND TOTAL TRANSMISSION LINES *		2.40		\$15,514	\$564	\$539	\$20,172	\$223,818	\$81,566	\$0	\$0	\$1,110	\$343,275

DISTRIBUTION LINE COSTS

General Ledger - Multiple Locations

OVER/ UNDER	VOLTAGE LEVEL	LOC. NO.	O/H Circuit MILES	U/G Circuit MILES	354	355	356	357	358	359	TOTAL
OH	Distribution		52,919		\$1,777,254,815	\$1,267,581,195	\$0	\$0	\$3,044,836,011	\$0	\$3,044,836,011
UG	Distribution		37,698		\$0	\$0	\$1,473,832,526	\$4,748,032,435	\$6,221,864,961	\$0	\$6,221,864,961

WDAT Gross Plant - Lines

PATH	CIRCUIT NAME	LOC. NO.	O/H MILES	U/G MILES	350	352	353	354	355	356	357	358	359	TOTAL
8	OH VALINDA 12KV	4105	0.10		\$3,358	\$2,395	\$2,395	\$0	\$0	\$5,754	\$0	\$0	\$0	\$11,507
	UG VALINDA 12KV	4105	1.30		\$3,358	\$2,395	\$2,395	\$0	\$0	\$5,754	\$0	\$0	\$0	\$11,507
	GRAND TOTAL DISTRIBUTION LINES *		1.40		\$6,716	\$4,790	\$4,790	\$0	\$0	\$11,508	\$0	\$0	\$0	\$23,014

* Total indicates only the portion of the circuit that is considered as WDAT service for this project.

TOTAL WDAT GROSS PLANT - LINES 5563,586

City of Industry
WDAT SERVICE TO Pacific Palms Resort
Recorded Data as of December 31, 2013

FERC Plant Account

350	352/361	353
\$97,955	\$2,292,951	\$28,231,983
\$13,599	\$313,904	\$3,923,878
\$84,356	\$1,979,057	\$24,308,105

360	361	362
\$1,220	\$127,236	\$2,254,616
\$0	\$0	\$0
\$1,220	\$127,236	\$2,254,616

General Ledger - Location No. 5014 Walnut Substation
Total Substation
2013 ISO Plant - Plant Study
Non-ISO Distribution Plant

General Ledger - Location No. 5195 Puente Substation
Total Substation
2013 ISO Plant - Plant Study
Non-ISO Distribution Plant

LOC. NO.	SUBSTATION NAME DESCRIPTION	Position	QTY	TRIAL RECTIFIED COSTS		WDAT GROSS PLANT - SUBSTATION FACILITIES						
				UNIT COST	EXTD	ACCT. NO. 350/360	ACCT. NO. 352/361	ACCT. NO. 350/360	ACCT. NO. 352/361	ACCT. NO. 353/362		
5,014	Walnut 220kV											
	220kV BANK POSITION NO-CB (LONG)	5,6	2	\$605,000	\$1,210,000	\$2,831	\$66,417	\$815,776	\$66,417	\$815,776		
	220kV BANK POSITION 2-CB	3	1	\$1,770,000	\$1,770,000	\$4,001	\$93,862	\$1,152,874	\$93,862	\$1,152,874		
	TRANSFORMER BANK 220/66kV	3,5,6	3	\$4,970,000	\$14,970,000	\$34,384	\$918,409	\$10,052,249	\$918,409	\$10,052,249		
	Total Walnut 220kV					\$41,716	\$978,688	\$12,020,699	\$978,688	\$12,020,699		
5,014	Walnut 66kV											
	66kV LINE POSITION 2-CB	6,7,8,10,12,14,17,19,20,21,23,24	12	\$625,000	\$7,500,000	\$17,547	\$411,675	\$5,056,463	\$88,612	\$842,744		
	66kV BANK POSITION 2-CB	9,22,27,29,30	5	\$525,000	\$2,625,000	\$6,142	\$144,086	\$1,769,762	\$3,685	\$86,452		
	66kV CAPACITOR BANK 1-CB	11,13,18,31	4	\$415,000	\$1,660,000	\$3,884	\$91,117	\$1,119,164	\$3,884	\$91,117		
	TRANSFORMER BANK 66/16-12kV	29,30	2	\$1,090,000	\$2,180,000	\$5,100	\$119,660	\$1,469,745	\$0	\$0		
	Total Walnut 66kV					\$32,873	\$766,538	\$9,415,135	\$10,493	\$246,161	\$3,023,765	
5,014	Walnut 12kV											
	12 & 16kV LINE POSITION 1-CB	1,2,3,4,6,7,8,9,10,12,13,15	12	\$225,000	\$2,700,000	\$6,317	\$148,203	\$1,820,327	\$0	\$0		
	12 & 16kV BANK POSITION 1-CB	5,11	2	\$295,000	\$590,000	\$1,380	\$32,385	\$397,775	\$0	\$0		
	12 & 16kV BUS TIE 1-CB	5	1	\$885,000	\$385,000	\$901	\$21,133	\$259,565	\$0	\$0		
	12 & 16kV CAPACITOR BANK 1-CB	1A,15	3	\$195,000	\$585,000	\$1,369	\$32,111	\$394,404	\$0	\$0		
	Total Walnut 12kV					\$9,967	\$233,831	\$2,872,071	\$0	\$0		
	Total Walnut					\$36,055,000	\$84,356	\$1,979,057	\$24,308,105			
5,195	Puente 66kV											
	66kV LINE POSITION 1-CB	4,5	2	\$450,000	\$900,000	\$139	\$14,468	\$256,368	\$139	\$14,468		
	TRANSFORMER BANK 66/16-12kV	2,3	2	\$1,090,000	\$2,180,000	\$336	\$35,044	\$620,991	\$336	\$35,044		
	66kV BANK POSITION 1-CB	2,3	2	\$325,000	\$650,000	\$100	\$10,449	\$185,155	\$100	\$10,449		
	66kV BUS TIE 1-CB	1	1	\$210,000	\$210,000	\$32	\$3,376	\$59,819	\$32	\$3,376		
	66kV GROUND BANK	2	1	\$810,000	\$810,000	\$125	\$13,021	\$230,731	\$125	\$13,021		
	Total Puente 66kV					\$732	\$76,358	\$1,353,054	\$732	\$76,358		
5,195	Puente 12kV											
	12 & 16kV LINE POSITION 1-CB	14,13,12,10,9,7,6,5	8	\$225,000	\$1,800,000	\$277	\$28,936	\$512,736	\$35	\$3,617		
	12 & 16kV BANK POSITION 1-CB	11,4	2	\$295,000	\$590,000	\$91	\$9,484	\$168,064	\$91	\$9,484		
	12 & 16kV BUS TIE 1-CB	8	1	\$385,000	\$385,000	\$60	\$6,189	\$109,869	\$59	\$6,189		
	12 & 16kV CAPACITOR BANK 1-CB	15	2	\$195,000	\$390,000	\$60	\$6,269	\$111,093	\$60	\$6,269		
	Total Puente 12kV					\$468	\$50,878	\$901,562	\$245	\$25,560	\$452,917	
	Total Puente					\$7,915,000	\$1,220	\$127,236	\$2,254,616			

Total WDAT Gross Plant - Substation

\$18,230,608

ATTACHMENT B

ESTIMATE OF REVENUES

**IFA and Service Agreement
City of Industry
Estimate of Revenues**

Month	Interconnection Facilities Charge	Customer Charge	Demand Charge	Total
December , 2014	\$19.79	\$3.25	\$897.10	\$920.14
January, 2015	\$40.90	\$6.71	\$1,854.00	\$1,901.61
February, 2015	\$40.90	\$6.71	\$1,854.00	\$1,901.61
March, 2015	\$40.90	\$6.71	\$1,854.00	\$1,901.61
April, 2015	\$40.90	\$6.71	\$1,854.00	\$1,901.61
May, 2015	\$40.90	\$6.71	\$1,854.00	\$1,901.61
June, 2015	\$40.90	\$6.71	\$1,854.00	\$1,901.61
July, 2015	\$40.90	\$6.71	\$1,854.00	\$1,901.61
August, 2015	\$40.90	\$6.71	\$1,854.00	\$1,901.61
September, 2015	\$40.90	\$6.71	\$1,854.00	\$1,901.61
October, 2015	\$40.90	\$6.71	\$1,854.00	\$1,901.61
November, 2015	\$40.90	\$6.71	\$1,854.00	\$1,901.61
Total	\$469.69	\$77.06	\$21,291.10	\$21,837.85

Southern California Edison Company
Tariff Title: Wholesale Distribution Access Tariff
Tariff Record Title: Service Agreement No. 737

FERC FPA Electric Tariff

**INDUSTRY HILLS WHOLESALE DISTRIBUTION LOAD
INTERCONNECTION FACILITIES AGREEMENT**

BETWEEN

CITY OF INDUSTRY

AND

SOUTHERN CALIFORNIA EDISON COMPANY

Contract Effective Date: 12/17/14
905.737.0
WDT1107

Tariff Record Proposed Effective Date: 12/17/14
Version Number: 0.0.0
Option Code: A

**INDUSTRY HILLS WHOLESale DISTRIBUTION LOAD
INTERCONNECTION FACILITIES AGREEMENT BETWEEN
CITY OF INDUSTRY
AND
SOUTHERN CALIFORNIA EDISON COMPANY**

TABLE OF CONTENTS

1. Parties:	2
2. Recitals:	2
3. Agreement:	3
4. Definitions:	3
5. Effective Date And Term:	5
6. Agreement Pursuant To The WDAT:	5
7. Creditworthiness:	6
8. Interconnection Facilities:	7
9. Capital Additions:	8
10. Removal of Interconnection Facilities:	8
11. Other Taxes:	9
12. Charges:	9
13. Billing and Payment:	9
14. Addresses For Billing And Payment:	12
15. Disputes:	12
16. Audits:	12
17. Operating Representatives:	13
18. Regulatory Authority:	13
19. No Dedication Of Facilities:	14
20. No Third Party Rights:	14
21. Relationship Of Parties:	14
22. Waivers:	14
23. Governing Law:	14
24. Notices:	15
25. Severability:	15
26. Entire Agreement:	15
27. Ambiguities:	15
28. Signature Clause:	16
Exhibit A - Interconnection Facilities Description and Charge	17
Exhibit B - One-Line Diagram	18

**INDUSTRY HILLS WHOLESALE DISTRIBUTION LOAD
INTERCONNECTION FACILITIES AGREEMENT BETWEEN
CITY OF INDUSTRY
AND
SOUTHERN CALIFORNIA EDISON COMPANY**

1. Parties:

The Parties to this Interconnection Facilities Agreement are the City of Industry (“Industry”), a California municipality, and Southern California Edison Company (“SCE”), a California corporation, hereinafter sometimes referred to individually as “Party” and collectively as “Parties.”

2. Recitals:

This Agreement is made with reference to the following facts, among others:

- 2.1. SCE is a California public utility engaged in the business of generating and transmitting electric energy in the states of Arizona, California, Nevada, and New Mexico. SCE is further engaged in the business of distributing such energy in the state of California.
- 2.2. Industry is a municipality in the state of California.
- 2.3. Industry intends to serve the Wholesale Distribution Load for Industry Hills located at 133 North Azusa Avenue, City of Industry, California (“Project”).
- 2.4. Industry submitted a request to SCE in accordance with SCE’s Wholesale Distribution Access Tariff (“WDAT”) for interconnection service and wholesale Distribution Service from the California Independent System Operator Corporation (“ISO”) controlled transmission grid to an existing SCE – Industry 12 kV interconnection off of the Valinda 12 kV circuit out of SCE’s Puente 66 kV Substation to serve the loads of Industry’s End-Use Customers at the Project. The amount of interconnection service and Distribution Service requested by Industry is 1.8 MW for the term of twenty (20) years.
- 2.5. The Pacific Palms Resort located within the Project is being served by SCE as a retail customer.
- 2.6. The existing 1063 kW generator connected to the Pacific Palms Resort and any associated facilities required only to accommodate such generator will be physically disconnected from SCE’s Distribution System under the Pacific Palms Resort Agreement. The Pacific Palms Resort Agreement will be terminated prior to the commencement of interconnection service under this Agreement.
- 2.7. The Parties desire to enter into this Agreement to specify the terms for SCE to provide interconnection to Industry associated with wholesale Distribution Service pursuant to the WDAT; for SCE to operate and maintain the Interconnection Facilities; and for Industry to pay for such services.
- 2.8. SCE and Industry intend to execute a WDAT Service Agreement concurrently with this Agreement to implement wholesale Distribution Service under SCE’s WDAT.

3. **Agreement:**

In consideration of the premises and the mutual covenants and agreements contained herein, the Parties agree as follows:

4. **Definitions:**

All terms with initial capitalization not otherwise defined herein shall have the meanings assigned to them in SCE's WDAT as that Tariff may be amended from time to time. The following terms, when used herein with initial capitalization, whether in the singular or the plural, shall have the meanings specified:

- 4.1. Accounting Practice: Generally accepted accounting principles and practices applicable to electric utility operations.
- 4.2. Agreement: This Industry Hills Wholesale Distribution Load Interconnection Facilities Agreement between City of Industry and Southern California Edison Company.
- 4.3. Applicable Reliability Council: The Western Electricity Coordinating Council ("WECC") or its successor.
- 4.4. Applicable Reliability Standards: The applicable requirements and guidelines of NERC, the Applicable Reliability Council, and the Balancing Authority Area of the Distribution System to which the Project is directly interconnected, including the requirements pursuant to Section 215 of the Federal Power Act.
- 4.5. Balancing Authority: The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time.
- 4.6. Balancing Authority Area: The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.
- 4.7. Capital Additions: Any modifications to the Interconnection Facilities. Such modifications may be any Units of Property which are added to the Interconnection Facilities; the enlargement, modification or betterment of any Units of Property constituting a part of the Interconnection Facilities; or the replacement of any Units of Property constituting a part of the Interconnection Facilities, irrespective of whether such replacement constitutes an enlargement, modification or betterment of that which it replaces; and the costs of which additions, enlargements, modifications, betterments or replacements in accordance with Accounting Practice would be capitalized and have not previously been included in the Interconnection Facilities Cost.
- 4.8. Capital Additions Cost: All costs, excluding ITCC and One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction and installation of Capital Additions.
- 4.9. Capital Additions Payment: The sum of the Capital Additions Cost, associated ITCC and associated One-Time Cost.
- 4.10. CPUC: The California Public Utilities Commission, or its regulatory successor.
- 4.11. Credit Provider: Provider of any Credit Support.

- 4.12. Credit Support: Parent guarantee, letter of credit, surety bond, or other security meeting the requirements of Section 7.2.
- 4.13. Customer-Financed Monthly Rate: The rate most recently adopted by the CPUC for application to SCE's retail electric customers for customer-financed added facilities, which does not compensate SCE for replacement of added facilities. The currently-effective Customer-Financed Monthly Rate is as provided in Exhibit A.
- 4.14. FERC: Federal Energy Regulatory Commission, or its regulatory successor.
- 4.15. Industry Hills: All equipment and facilities comprising Industry's distribution system serving the End-Use Customers' loads as described by Industry in its WDAT application submitted to SCE dated December 18, 2013, as revised on June 3, 2014, and as installed by Industry.
- 4.16. Interconnection Facilities: The existing facilities, as specified in Exhibit A, owned by SCE to interconnect the Project to the Distribution System, as such facilities may be modified during the term of this Agreement.
- 4.17. Interconnection Facilities Charge: The monthly charge to Industry to recover the revenue requirements for the Interconnection Facilities, calculated as the product of the Customer-Financed Monthly Rate and the Interconnection Facilities Cost. The Interconnection Facilities Charge is provided in Exhibit A.
- 4.18. Interconnection Facilities Cost: All costs determined by SCE to be associated with the design, engineering, procurement, construction and installation of the Interconnection Facilities. The Interconnection Facilities Cost is provided in Exhibit A.
- 4.19. ISO: The California Independent System Operator Corporation, a state-chartered, nonprofit, corporation that controls certain transmission facilities of all participating transmission owners and dispatches certain generating units and loads.
- 4.20. ITCC: The Income Tax Component of Contribution described in the Preliminary Statement, Part M of SCE's tariff on file with the CPUC, applicable to the Capital Additions Cost.
- 4.21. NERC: The North American Electric Reliability Corporation, or its successor organization.
- 4.22. One-Time Cost: All costs determined by SCE to be associated with the installation of the Capital Additions which are not capitalized.
- 4.23. Pacific Palms Resort Agreement: The Generating Facility Interconnection Agreement for the Pacific Palms Resort entered into between City of Industry and Southern California Edison Company on January 9, 2004 under SCE's Rule 21 CPUC Electric Tariff.
- 4.24. Point of Change of Ownership: The point, as described and shown in Exhibit B, where the Project connects to the Interconnection Facilities.
- 4.25. Point of Interconnection: The point, as described and shown in Exhibit B, where the Interconnection Facilities connect to the Distribution System.
- 4.26. Removal Cost: The cost SCE incurs for the removal of the Interconnection Facilities, or any portion thereof, which is calculated as the amount, if positive, of the costs of removal minus the salvage value of the Interconnection Facilities.
- 4.27. Service Agreement: The Service Agreement For Wholesale Distribution Service to be executed between the Parties for the Project.
- 4.28. Service Commencement Date: The date SCE begins interconnection service to the Project pursuant to the terms of this Agreement.

- 4.29. Units of Property: As described in FERC's "List of Units of Property for Use in Connection with Uniform System of Accounts Prescribed for Public Utilities and Licensees" in effect as of the date of this Agreement, and as such list may be amended from time to time.
- 4.30. WDAT: SCE's Wholesale Distribution Access Tariff.

5. Effective Date And Term:

- 5.1. This Agreement shall become effective upon the effective date ordered by FERC ("Effective Date").
- 5.2. This Agreement shall terminate on the earliest of (i) the termination date of the Service Agreement, (ii) the date specified by Industry upon one hundred eighty (180) calendar days advance written notice to SCE, or (iii) the date specified by SCE pursuant to Section 8.7 or 13.4.
- 5.3. Any obligations of one Party to the other, including payment obligations, as a result of this Agreement, which accrued prior to or as a result of termination of this Agreement, shall survive termination.
- 5.4. If Industry has given notice of termination and a filing with FERC is required to terminate this Agreement, Industry shall support such filing before the FERC if requested by SCE.
- 5.5. Upon termination of this Agreement, Industry shall pay SCE any remaining balance owed for SCE's costs incurred or irrevocably committed to be incurred pursuant to this Agreement as of the effective date of termination within sixty (60) calendar days following receipt of a billing from SCE requiring such payment. Such billing shall reflect all payments received by SCE, which shall be credited against the amount of SCE's costs and expenses incurred or irrevocably committed to be incurred in accordance with this Agreement.
- 5.6. The termination of the Pacific Palms Resort Agreement is a condition precedent to the effectiveness of this Agreement.

6. Agreement Pursuant To The WDAT:

This Agreement provides terms regarding Interconnection Facilities associated with wholesale Distribution Service pursuant to the WDAT. Accordingly, the rights and obligations of the Parties pursuant to this Agreement are subject to applicable provisions of the WDAT, including, without limitation, its provisions regarding indemnification and Uncontrollable Force, in addition to the provisions of this Agreement. In case of a conflict in the terms contained in this Agreement and the terms in the WDAT, the terms set forth in the WDAT shall apply. Industry has read and is familiar with the terms of the WDAT.

7. Creditworthiness:

- 7.1. Upon the Effective Date and until all payment obligations of Industry to SCE under this Agreement and the Service Agreement, including any obligation to pay the Removal Cost in accordance with Section 12.1, have been finally and irrevocably paid after the termination date pursuant to Section 5, Industry shall either: (a) maintain a senior unsecured long-term debt rating of A2 or higher from Moody's Investor Service, Inc. ("Moody's") or A or higher from Standard and Poor's Corporation ("S&P"); (b) if Industry does not have a senior unsecured long-term debt rating, then maintain the rating assigned as an issuer rating of A2 or higher from Moody's or A or higher from S&P; or (c) provide and maintain additional security as permitted in Section 7.2 clauses (b) through (e).
- 7.2. Upon the Effective Date, Industry shall provide to SCE, in a form that is acceptable to SCE in its sole discretion, (a) evidence that Industry has one of the ratings specified in Section 7.1; (b) an unconditional and irrevocable guarantee of Industry's obligations from a guarantor acceptable to SCE in its discretion, which shall not be unreasonably withheld, delayed or conditioned that has (i) a senior unsecured long-term debt rating of A2 or higher from Moody's or A or higher from S&P, or (ii) if the guarantor does not have a rating for its senior unsecured long-term debt rating, then the rating assigned as an issuer rating of A2 or higher from Moody's or A or higher from S&P, in either case (i) or (ii) together with evidence of one of such ratings; (c) an unconditional and irrevocable letter of credit in US dollars from a depository institution organized under the laws of the United States of America or any State (or any domestic branch of a foreign bank), which (i) has either (A) a long-term unsecured debt rating of A or higher by S&P or A2 or higher by Moody's or (B) a certificate of deposit rating of A-1+ by S&P and P-1 by Moody's, and (ii) whose deposits are insured by FDIC, together with evidence of such ratings; (d) an unconditional and irrevocable surety bond in US dollars issued by an insurance company that has and maintains an Insurance Financial Strength rating of A2 or higher from Moody's or A or higher from S&P, and is rated no less than A- (with a minimum size rating of VIII) by Best's Insurance Guide and Key Ratings, together with evidence of such ratings or (e) other security that is acceptable to SCE in its sole discretion.
- 7.3. Until all payment obligations of Industry to SCE under this Agreement and the Service Agreement, including any obligation to pay the Removal Cost in accordance with Sections 10.2, 12.1 and 13.2, have been finally and irrevocably paid after the termination date pursuant to Section 5, Industry shall provide to SCE, within ten (10) calendar days after June 30 and December 31 of each year, evidence of the then current applicable ratings of Industry or the Credit Provider of any Credit Support being maintained for the benefit of SCE hereunder; and if any such applicable rating is reduced at any time, Industry shall notify SCE in writing within five (5) calendar days after such reduction.
- 7.4. Any Credit Support provided hereunder shall be payable in at least the amount specified in Section 7.5, and shall be issued in favor of or for the benefit of SCE and its successors and assignees, and shall state that it may be drawn upon in whole

or in part by SCE or its successors or assignees at any time (i) if a substitute Credit Support meeting the requirements of Section 7.2 is not provided within ten (10) calendar days after any reduction in the applicable rating of the Credit Provider meeting the requirements of Section 7.2 below the level specified herein; (ii) if a substitute Credit Support has not been provided at least thirty (30) calendar days before any expiration of the Credit Support; or (iii) upon any failure by Industry to make any payment required by this Agreement and the Service Agreement when due and following the expiration of any applicable cure period, pursuant to Section 13.4.

- 7.5. Upon the Effective Date, the amount available to be drawn under any Credit Support shall be equal to \$15,719.
- 7.6. In addition to the provisions described above, any Credit Support provided hereunder shall contain such terms, conditions, waivers, representations, covenants, and other provisions as may be customary for similar instruments delivered in the State of California, as approved by SCE in its reasonable discretion.

8. **Interconnection Facilities:**

- 8.1. Industry shall operate, and maintain the Project in accordance with the applicable ISO Tariff provisions and protocols, WDAT provisions, WECC and NERC reliability criteria, and Good Utility Practice.
- 8.2. Industry shall comply with all Applicable Reliability Standards for the Project. SCE will not assume any responsibility for complying with mandatory reliability standards for such facilities and offers no opinion whether Industry must register with NERC. If required to register with NERC, Industry shall be responsible for complying with all Applicable Reliability Standards for the Project up to the Point of Change of Ownership.
- 8.3. Industry shall make all necessary arrangements for easements required in order for SCE to comply with its obligations under this Agreement. SCE shall provide forms of easement agreements for execution by affected property owners.
- 8.4. SCE shall own the Interconnection Facilities pursuant to Good Utility Practice, and apply for any regulatory approvals necessary for the operation and maintenance of the Interconnection Facilities.
- 8.5. The Parties shall use commercially reasonable efforts to allow a Service Commencement Date of December 17, 2014; however, the Parties understand and acknowledge that such date is only an estimate and that unforeseen events could delay the actual Service Commencement Date beyond that specified.
- 8.6. The maximum capacity of the Interconnection Facilities made available by SCE to Industry for the purpose of interconnecting and delivering energy and other services from the ISO under this Agreement shall be 1.8 MW. Industry acknowledges that if Industry wishes to increase the amount of interconnection service and Distribution Service provided pursuant to this Agreement and the Service Agreement, Industry shall be required to submit a new application for interconnection service and Distribution Service in accordance with the terms and conditions of the WDAT.
- 8.7. Industry shall not cause the Project to operate in parallel with or to interconnect to

any other electrical facilities, which facilities shall include, but not be limited to, Industry's distribution systems served under other WDAT interconnection facilities agreements or service agreements, any generating facilities, other SCE facilities, or any facilities served by other electric utilities without receiving prior review and authorization from SCE. If Industry fails to comply with the requirements set forth in this Section 8.7, then SCE shall have the right to terminate this Agreement, subject to FERC acceptance or approval.

- 8.8. Industry shall ensure that all Industry-owned electrical facilities are always a balanced system across all three phases.
- 8.9. This Agreement governs the facilities required to interconnect the Project to SCE's electrical system pursuant to the WDAT and as described herein. Industry shall be responsible for making all necessary operational arrangements with the ISO, including, without limitation, arrangements for obtaining transmission service from the ISO, and for scheduling delivery of energy and other services from the ISO Grid.

9. Capital Additions:

- 9.1. SCE shall engineer, design, construct, install, own, operate, and maintain all Capital Additions pursuant to Good Utility Practice.
- 9.2. Except as otherwise provided in Section 9.3, whenever Capital Additions are required by SCE pursuant to Good Utility Practice (which may include compliance with system or regulatory requirements), Industry shall pay all charges associated with such Capital Additions in accordance with Section 13.
- 9.3. In the event that Capital Additions are required in order to benefit SCE, or because of damage caused by gross negligence or willful misconduct of SCE, Industry shall not bear cost responsibility for such Capital Additions. No adjustment will be made to the Interconnection Facilities Cost, and no Capital Additions Cost, ITCC, or One-Time Cost will be charged to Industry for such Capital Additions.

10. Removal of Interconnection Facilities:

- 10.1. Following termination of this Agreement, SCE will remove the Interconnection Facilities from service to Industry.
- 10.2. On or before the date one year following termination of this Agreement, SCE shall notify Industry whether SCE intends to physically remove the Interconnection Facilities, or any part thereof. If SCE intends to physically remove the Interconnection Facilities, or any part thereof, then SCE shall physically remove such facilities within two years from the date of notification of intent, and Industry shall pay the Removal Cost in accordance with Sections 12.1 and 13.2. If SCE does not intend to physically remove the Interconnection Facilities, or any part thereof, then Industry shall have no obligation to pay such Removal Cost.

11. Other Taxes:

Industry shall be solely responsible for any taxes (including, but not limited to, property tax, sales and use tax, excise tax, and document transfer tax) that are asserted against any payments or asset transfers made by Industry to SCE under this Agreement for Capital Additions. SCE and Industry shall cooperate in good faith to appeal, protest, seek abatement of, or otherwise contest other taxes associated against payments or asset transfers made by Industry to SCE under this Agreement for Capital Additions.

12. Charges:

- 12.1. Industry shall pay to SCE the following charges in accordance with this Agreement: (a) Interconnection Facilities Charge; (b) Capital Additions Payment; (c) any reimbursable FERC fees pursuant to Section 18.3; (d) Removal Cost pursuant to Section 13.2; (e) other taxes pursuant to Section 11; and (f) termination charges pursuant to Section 5.5.
- 12.2. The Interconnection Facilities Cost, Capital Additions Cost, One-Time Cost, ITCC and Removal Cost shall be compiled in accordance with Accounting Practice.
- 12.3. If, during the term of this Agreement, SCE executes an agreement to provide service to another entity (other than retail load) which contributes to the need for the Interconnection Facilities, the charges due hereunder may be adjusted to appropriately reflect such service based on SCE's cost allocation principles in effect at such time and shall be subject to FERC approval.

13. Billing and Payment:**13.1. Billing Procedure.**

- 13.1.1. Except as otherwise specifically provided herein, commencing on or following the Effective Date, SCE will render bills to Industry for charges under this Agreement, and Industry shall pay such bills, in accordance with the Billing and Payment provisions of the WDAT.
- 13.1.2. Commencing on or following the Effective Date, each month SCE will render bills to Industry for the Interconnection Facilities Charge. The Interconnection Facilities Charge for the first and last month of service hereunder shall be pro-rated based on the number of days in which service was provided during said months.
- 13.1.3. SCE will bill Industry for the Capital Additions Payment prior to commencing any work on any Capital Additions in accordance with Section 9.2; provided that, at SCE's sole discretion, SCE may bill Industry for the Capital Additions Payment after commencing such work if SCE determines that Capital Additions are required in accordance with safety or regulatory requirements or to preserve system integrity or reliability. Such billing shall initially be based on SCE's cost estimates and shall be

- subject to later adjustment pursuant to Sections 13.1.7.1 and 13.1.7.2.
- 13.1.4. Except as otherwise provided in Section 9.3, if certain Interconnection Facilities are removed to accommodate such Capital Additions and such removal results in a change in the Interconnection Facilities Cost, the Interconnection Facilities Charge shall be adjusted as of the in-service date of such Capital Additions to reflect the change in the Interconnection Facilities Cost.
 - 13.1.5. Except as otherwise provided in Section 9.3, if such Capital Additions result in an increase in the Interconnection Facilities Cost, then the Interconnection Facilities Charge shall be adjusted as of the in-service date of such Capital Additions to reflect the change in such costs.
 - 13.1.6. Commencing on the Effective Date, SCE will render bills to Industry for any reimbursable FERC fees in accordance with Section 18.3. Such billing shall be for any reimbursable FERC fees or costs incurred since the preceding billing.
 - 13.1.7. Within twelve (12) months following the in-service date of any Capital Additions, SCE shall determine the actual recorded Capital Additions Cost, including the associated One-Time Cost and ITCC, and provide Industry with a final invoice.
 - 13.1.7.1. If the amounts paid for the estimated Capital Additions Payment are less than the amounts due for the Capital Additions Payment as determined from the actual recorded Capital Additions Cost, including the associated One-Time Cost and ITCC, SCE will bill Industry for the difference between the amounts previously paid by Industry and the actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.
 - 13.1.7.2. If the amounts paid for the estimated Capital Additions Payment are greater than the amounts due for the Capital Additions Payment as determined from the actual recorded Capital Additions Cost, including the associated One-Time Cost and ITCC, SCE will refund Industry the difference between the amounts previously paid by Industry and the actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.
 - 13.1.7.3. If the amounts paid for the Interconnection Facilities Charge are less than the amounts due for the Interconnection Facilities Charge as determined from the actual recorded Interconnection Facilities Cost, SCE will bill Industry for the difference between the amounts previously paid by Industry and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.
 - 13.1.7.4. If the amounts paid for the Interconnection Facilities Charge are greater than the amounts due for the Interconnection Facilities Charge as determined from the actual recorded Interconnection Facilities Cost, SCE will credit Industry the difference between the amounts previously paid by Industry

and the amounts which would have been paid based.

- 13.1.8. Charges for payments upon termination shall be billed and paid as provided in Section 5.

13.2. Removal Cost.

- 13.2.1. If, in accordance with Section 10.2, SCE decides to physically remove the Interconnection Facilities, or any part thereof, SCE shall render a bill to Industry for the Removal Cost. Industry shall pay the Removal Cost in accordance with Section 12.1. Such billing shall be initially based on SCE's estimate of the Removal Cost. Within twelve (12) months following the removal of the Interconnection Facilities, or any part thereof, SCE shall determine the recorded Removal Cost and provide Industry with a final invoice.
- 13.2.2. If the amount paid for the Removal Cost is less than the amount due for the Removal Cost as determined from the actual recorded Removal Cost, SCE will bill Industry for the difference between the amount previously paid by Industry and the amount which would have been paid based on actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.
- 13.2.3. If the amount paid for the Removal Cost is greater than the amount due for the Removal Cost as determined from the actual recorded Removal Cost, SCE will refund Industry the difference between the amount previously paid by Industry and the amount which would have been paid based on actual recorded costs, without interest, within twenty (20) calendar days of the date of such invoice.

13.3. Interest On Unpaid Balances.

Interest on any unpaid amounts shall be calculated in accordance with the methodology specified in the Interest on Unpaid Balances provision of the WDAT.

13.4. Default And Billing Dispute.

Any default or billing dispute shall be handled in accordance with the methodology specified in the Customer Default provision of the WDAT, including, without limitation, the provision for termination upon default, subject to FERC approval.

14. Addresses For Billing And Payment:

14.1. All payments to be made by Industry to SCE shall be sent to:

Southern California Edison Company
Accounts Receivable (GCM)
P. O. Box 800
2244 Walnut Grove Avenue
Rosemead, California 91771-0001

SCE may, at any time, by written notice to Industry pursuant to Section 6 of the Service Agreement, change the address to which payments will be sent.

All billings to be presented by SCE to Industry shall be sent to:

John D. Ballas
City Engineer
City of Industry
P.O. Box 3366
City of Industry, California 91744-0366

Industry may, at any time, by written notice to SCE pursuant to Section 6 of the Service Agreement, change the address to which billings will be sent.

15. Disputes:

With the exception of any billing dispute as provided pursuant to Section 13.4 herein, or as otherwise limited by law, the Dispute Resolution Procedures set forth in the WDAT shall apply to all disputes between Industry and SCE which arise under this Agreement; provided, however, that the Dispute Resolution Procedures set forth in the WDAT shall not apply as to disputes regarding whether rates and charges set forth in this Agreement are just and reasonable under the Federal Power Act.

16. Audits:

- 16.1. SCE will maintain records and accounts of all costs incurred in sufficient detail to allow verification of all costs incurred, including, but not limited to, labor and associated labor burden, material and supplies, outside services, and administrative and general expenses.
- 16.2. Industry shall have the right, upon reasonable notice, at a reasonable time at SCE's offices and at its own expense, to audit SCE's records and accounts as necessary and as appropriate in order to verify costs incurred by SCE. Any audit requested

by Industry shall be limited to the costs reflected in the final invoice as set forth in Section 13.1.7 or 13.2.1, and shall be completed, and written notice of any audit dispute provided to SCE pursuant to Section 6 of the Service Agreement, within one hundred eighty (180) calendar days following receipt by Industry of such final invoice.

17. Operating Representatives:

The responsibilities assigned to the Operating Representatives appointed pursuant to Section 3 of Attachment B to the Tariff shall extend to the activities required under this Agreement.

18. Regulatory Authority:

- 18.1. No later than thirty (30) calendar days following the execution of this Agreement, SCE shall tender this Agreement for filing with FERC with a request that it be made effective upon acceptance without suspension, and Industry shall support SCE in obtaining all necessary authorizations and approvals for this Agreement.
- 18.2. Nothing contained herein shall be construed as affecting in any way: (i) the right of SCE to unilaterally make application to the FERC for a change in rates, charges, classification, or service, or any rule, regulation, or contract relating thereto, under Section 205 of the Federal Power Act and pursuant to the Rules and Regulations promulgated by FERC thereunder; (ii) the right of Industry to oppose such changes under Section 205 of the Federal Power Act; (iii) the right of Industry to file a complaint requesting a change in rates, charges, classification, or service, or any rule, regulation or contract relating thereto, or rate methodology or design relating to services provided hereunder, under Section 206 of the Federal Power Act and pursuant to the rules and regulations promulgated by the FERC thereunder; or (iv) the right of SCE to oppose such complaint by Industry under Section 206 of the Federal Power Act. Any change shall become effective pursuant to Section 205 of the Federal Power Act.
- 18.3. Industry shall reimburse SCE for all fees and charges related to the FERC fees and annual charges provided in Sections 381 and 382 of the FERC's regulations (18 C.F.R. § 381 and 382), as such regulation may from time to time be amended, that are imposed on SCE attributable to the service provided under this Agreement, or any amendments thereto. SCE will render bills to Industry for any such fees and charges incurred since the preceding billing. As of the Effective Date, no such fees and charges have been imposed on SCE attributable to the service provided under this Agreement.

19. No Dedication Of Facilities:

Any undertaking by one Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of the undertaking Party to the public or to the other Party, and it is understood and agreed that any such undertaking by a Party shall cease upon the termination of its obligations hereunder.

20. No Third Party Rights:

Unless otherwise specifically provided in this Agreement, the Parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established hereunder.

21. Relationship Of Parties:

The covenants, obligations, and liabilities of the Parties are intended to be several and not joint or collective, and nothing contained in this Agreement shall ever be construed to create an association, joint venture, trust, or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided in this Agreement. Neither Party shall be under the control of or shall be deemed to control the other Party. Neither Party shall be the agent of or have a right or power to bind the other Party without such other Party's express written consent.

22. Waivers:

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or other matter arising in connection therewith. Any delay, short of any statutory period of limitation, in asserting or enforcing any right, shall not be deemed a waiver of such right.

23. Governing Law:

Except as otherwise provided by federal law, this Agreement shall be governed by and construed in accordance with the laws of the state of California.

24. Notices:

Any notice, demand, or request provided in this Agreement, or served, given, or made in connection with it, shall be made in accordance with Section 6 of the Service Agreement.

25. Severability:

In the event that any term, provision, covenant, or condition of this Agreement or the application of any such term, covenant, or condition shall be held invalid as to any person, entity, or circumstance by any court, arbitration, or regulatory authority having jurisdiction, the invalidity of such term, covenant or condition shall not affect the validity of any other term, provision, condition or covenant and such term, provision, covenant or condition shall remain in force and effect as applied to this Agreement to the maximum extent permitted by law. The Parties hereto further agree to negotiate in good faith to establish new and valid terms, conditions and covenants to replace the portions of the Agreement that is held invalid so as to place each Party as nearly as possible in the position contemplated by this Agreement.

26. Entire Agreement:

This Agreement and the Service Agreement constitute the complete and final expression of the agreement between the Parties and are intended as a complete and exclusive statement of the terms of their agreement which supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and other agreements which may have been made in connection with the subject matter of this Agreement and the Service Agreement.

27. Ambiguities:

Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against any Party, but will be construed in the manner that most accurately reflects the Parties' intent as of the date they executed this Agreement.

28. Signature Clause:

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign. This Agreement is hereby executed as of the 11th day of December, 2014.

SOUTHERN CALIFORNIA EDISON COMPANY

By: /s/ R. G. Woods

Name: Robert G. Woods

Title: Managing Director, Asset Management &
Operations Support

CITY OF INDUSTRY

By: /s/ Tim Spohn

Name: Tim Spohn

Title: Mayor

Exhibit A

Interconnection Facilities Description and Charges

Interconnection Facilities Description

The following existing Interconnection Facilities are required to accommodate the Project:

1. Metering facilities: The existing revenue quality metering facilities installed under the Pacific Palms Resort Agreement.
2. Cable: 309 feet of existing 350 CLP cable, which had been installed to provide retail service to Pacific Palms Resort, from Industry's 12 kV switchgear to SCE's 12 kV switch located at structure P5200987.

Interconnection Facilities Charge

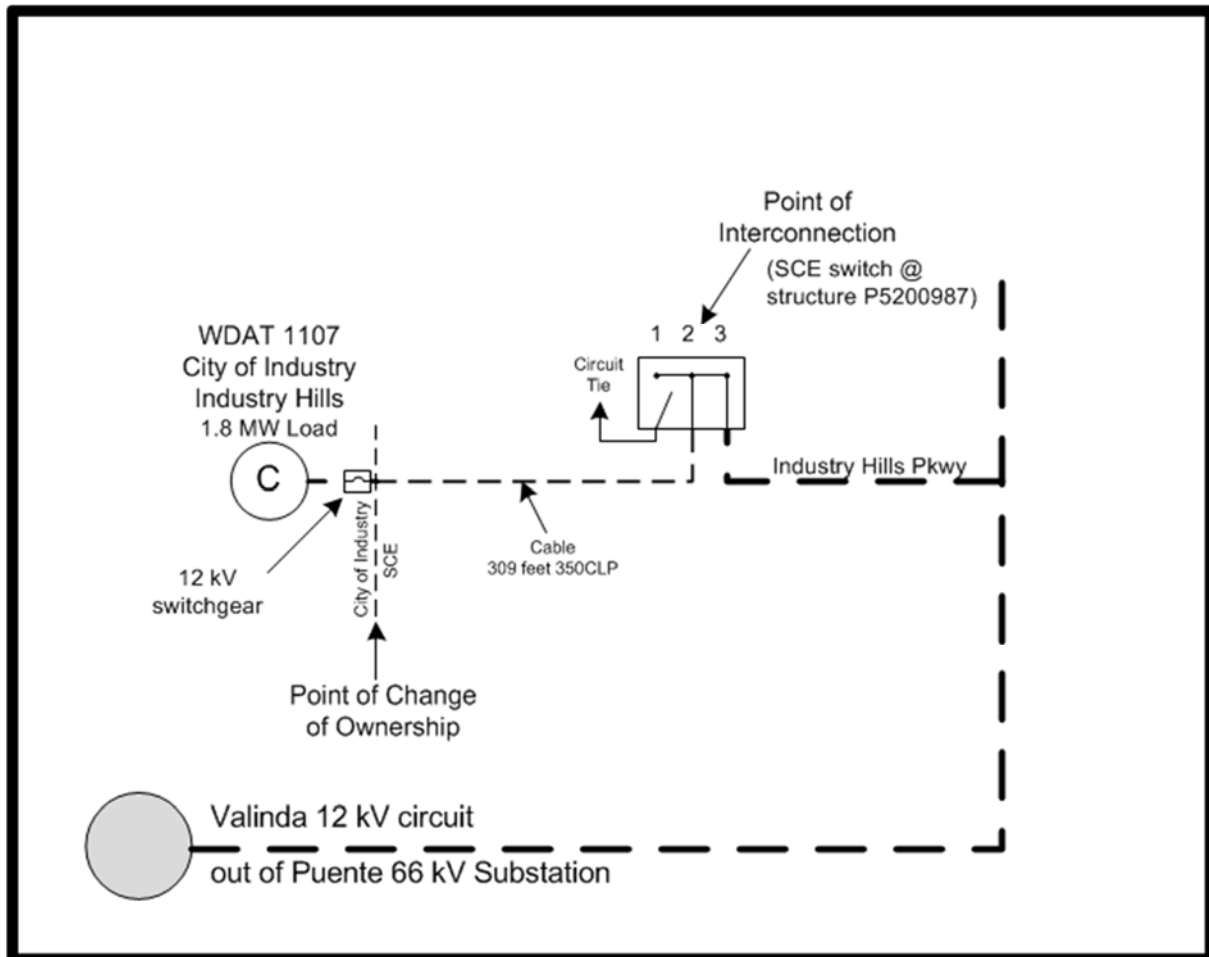
Interconnection Facilities Charge = Customer Financed Monthly Rate x (Interconnection Facilities Cost)

Effective	Customer-Financed Monthly Rate	Interconnection Facilities Cost	Interconnection Facilities Charge
As of the Effective Date	0.39%	\$10,487*	\$40.90

*The Interconnection Facilities Cost is the sum of the following:

Interconnection Facilities	Interconnection Facilities Cost
Metering facilities (firm price per Pacific Palms Resort Agreement, Work Order No. 6426-8411, AI 3-8402)	\$4,287
309 feet of 350 CLP cable (replacement cost new less depreciation)	\$6,200
Total	\$10,487

Exhibit B
One-Line Diagram



Point of Change of Ownership: The Point of Change of Ownership is at the pull section at the Project's 12 kV switchgear.

Point of Interconnection: The Point of Interconnection is at the existing SCE gas switch located at structure P5200987 on the Valinda 12 kV circuit out of SCE's Puente 66 kV Substation.

Southern California Edison Company
Tariff Title: Wholesale Distribution Access Tariff
Tariff Record Title: Service Agreement No. 738

FERC FPA Electric Tariff

**SERVICE AGREEMENT FOR
WHOLESALE DISTRIBUTION SERVICE**

Between

SOUTHERN CALIFORNIA EDISON COMPANY

And

CITY OF INDUSTRY

(Project: Industry Hills – WDT1107)

Contract Effective Date: 12/17/14
905.738.0
WDT1107

Tariff Record Proposed Effective Date: 12/17/14
Version Number: 0.0.0
Option Code: A

SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE

1. This Service Agreement, dated as of the date executed by the Distribution Customer, is entered into, by and between Southern California Edison Company ("Distribution Provider"), and City of Industry ("Distribution Customer").
2. The Distribution Customer has been determined by the Distribution Provider to have a Completed Application for Distribution Service under the Tariff.
3. The Distribution Customer has provided to the Distribution Provider an Application deposit in the amount of \$2,240.00, in accordance with the provisions of Section 15.2 of the Tariff.
4. Service under this Service Agreement shall commence on the later of (1) December 17, 2014, or (2) the date the Pacific Palms Resort Agreement, as defined in the Industry Hills Wholesale Distribution Load Interconnection Facilities Agreement between Distribution Provider and Distribution Customer executed concurrently herewith ("IFA"), terminates, or (3) the date on which construction of any Direct Assignment Facilities and/or Distribution System Upgrades specified in Sections 7.0 and 8.0 of the attached Specifications For Wholesale Distribution Service are completed and all additional requirements are met pursuant to Section 13.5 of the Tariff, or (4) such other date as it is permitted to become effective by the Commission. Service under this Service Agreement shall terminate on the earliest of the following to occur: (1) twenty (20) years from the commencement date of Distribution Service under this Service Agreement, or (2) the termination date of the IFA, or (3) the date on which Distribution Provider terminates service at Distribution Provider's option, upon failure by

Distribution Customer to provide advance notice to Distribution Provider of changes in Wholesale Distribution Load in accordance with Section 2.3 of Attachment B to the Tariff and subject to FERC acceptance. Distribution Customer shall provide Distribution Provider advance notice prior to making any changes (other than maintenance) to the power transformation facilities and equipment which comprise the Distribution Customer's distribution system. Distribution Customer shall notify Distribution Provider within a reasonable time prior to the date when any such changes are planned to be placed in service so that the Distribution Provider can evaluate any potential system impacts which may occur as a result of such changes and whether such changes will require a new Application pursuant to the Tariff. If Distribution Customer fails to provide Distribution Provider advance notice of changes to the Distribution Customer's facilities which comprise Industry Hills ("Project") as defined in the IFA, and any such change does or may cause adverse system impacts or is or may be materially inconsistent with the service provided pursuant to this Service Agreement, Distribution Provider shall have the right to terminate this Service Agreement subject to Commission acceptance or approval. Distribution Customer shall not cause the Project to operate in parallel with or to interconnect to any other electrical facilities, which facilities shall include, but not be limited to, Distribution Customer's distribution systems served under other Tariff interconnection facilities agreements or service agreements, any generating facilities, other Distribution Provider facilities, or any facilities served by other electric utilities without receiving prior review and authorization from Distribution Provider. If Distribution Customer fails to comply with the requirements set forth in this Section 4, then Distribution Provider shall have the right to terminate this Agreement, subject to Commission acceptance or approval.

5. The Distribution Provider agrees to provide and the Distribution Customer agrees to take and pay for Distribution Service in accordance with the provisions of the Tariff and this Service Agreement.

6. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Distribution Provider:

Southern California Edison Company

Transmission & Distribution

Manager, Grid Contract Management

P. O. Box 800

2244 Walnut Grove Avenue

Rosemead, California 91770

Telefax No. (626) 302-1152

Telephone No. (626) 302-9640

Distribution Customer:

City of Industry

Attn: John D. Ballas, City Engineer

15625 E. Stafford Street, Suite 100

City of Industry, California 91744

Telefax No. (626) 961-6795

Telephone No. (626) 333-2211

7. The Tariff and attached Specifications For Wholesale Distribution Service are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Distribution Provider:

By:	Managing Director, Asset Management & Operations Support	Dec 5, 2014
<hr/>	<hr/>	<hr/>
/s/ R. G. Woods Robert G. Woods	Title	Date

Distribution Customer:

By:	Mayor	Dec 11 2014
<hr/>	<hr/>	<hr/>
/s/ Tim Spohn Tim Spohn	Title	Date

SPECIFICATIONS FOR WHOLESALE DISTRIBUTION SERVICE

1. Term of Transaction: See Section 4 of the Service Agreement.
Service Commencement Date: See Section 4 of the Service Agreement.
Termination Date: See Section 4 of the Service Agreement.
2. For a Resource connected to the Distribution Provider's Distribution System, a description of capacity and energy to be transmitted by Distribution Provider and a five year forecast of monthly Generation: Not Applicable.
3. Point of Receipt: The ISO Grid at Distribution Provider's Walnut Substation at the 220 kV bus.

Point of Delivery: Distribution Provider's interconnection with Distribution Customer, which is at the existing SCE gas switch located at structure P5200987 on the Valinda 12 kV circuit out of SCE's Puente 66 kV Substation.

Receiving Party: Distribution Customer.
4. Description of Wholesale Distribution Load at the Point of Delivery (including a five year forecast of monthly load requirements): Electric energy delivered by the Distribution Provider at 12 kV for use to serve Distribution Customer's Wholesale Distribution Load at the Project.
5. Interruptible Load amount (summer and winter), location and conditions/limitations (five year forecast): None.
6. For Resources, the maximum amount of capacity and energy to be transmitted. For Wholesale Distribution Load, the estimated peak load for informational purposes only: 1,800 kW

for years 2014 thru 2019. The contract demand is initially 1,800 kW and is subject to change based on increases to Distribution Customer's Wholesale Distribution Load.

7. Direct Assignment Facilities: The Interconnection Facilities described in the IFA.

8. Distribution System Upgrades required prior to the commencement of service: None.

9. Real Power Loss Factors: 2.07%.

10. Power Factor: The Distribution Customer is required to maintain its power factor within a range of 0.95 lagging to 0.95 leading (or, if so specified in the Service Agreement, a greater range), pursuant to Good Utility Practice. This provision recognizes that a Distribution Customer may provide reactive power support in accordance with Section 12.10 (Self Provision of Ancillary Services), of this Tariff.

11. Distribution Service under this Agreement will be subject to the charges detailed below.

11.1 Customer Charge: \$6.71/month.

11.2 Demand Charge: The Demand Charge is the product of the Demand Rate expressed as \$/kW-month, and the monthly Billing Demand expressed in kW.

11.2.1 The Demand Rate is \$1.03/kW per month.

11.2.2 Billing Demand is the higher of the peak metered demand for the billing period or the contract demand. The metered demand is the maximum hourly demand averaged over 15 or 5-minute intervals and expressed in kilowatts. The metered demand is rounded to the nearest kW. The Distribution Provider will meter the Distribution Customer's demand using a 15-minute interval under normal conditions. If such demand is

intermittent or subject to violent fluctuations, a 5-minute interval may be used. The contract demand is as set forth in Section 6 above.

11.3 Facilities Charge: As provided in the IFA, the monthly Interconnection Facilities Charge is \$40.90, which is the product of 0.39% (Customer-Financed Monthly Rate) and \$10,487.00 (Interconnection Facilities Cost).

11.4 System Impact and/or Facilities Study Charge(s): None.

12. Letter of credit or alternative form of security to be provided and maintained by Distribution Customer pursuant to Sections 8 and 16.4 of the Tariff: Provided for in the IFA.

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul Philips, City Manager

Staff: Clement N. Calvillo, CNC Engineering
Joshua Nelson, CNC Engineering *gm*

Date: August 6, 2015

SUBJECT: Walnut Drive South Widening and Storm Drain Improvements (IPD 233) - CITY-1420

The above project was authorized for solicitation of bids on July 24, 2014 for an estimated cost of \$1,190,000.00. The Notice Inviting Sealed Bids was advertised in the San Gabriel Valley Tribune on June 16, 2015 and June 23, 2015. It was also advertised in Construction Bidboard, Inc., McGraw Hill, Southern California Builders Association, and Builders Notebook trade publications on June 12, 2015.

Twenty-nine (29) contractors obtained plans and specifications for bidding:

All American Asphalt	Los Angeles Engineering, Inc.
Beador Construction	Mamco, Inc. Alabbasi
Christensen Brothers	Mike Bubalo Construction
Colich & Sons, LP	Miramontes Construction
E.C. Construction	Moalef Builders, Inc.
Environmental Construction	Norstar Plumbing Engineering, Inc.
Excel Paving	OHL USA, Inc.
GCI Construction, Inc.	Paulus Engineering, Inc.
Gentry Brothers, Inc.	Premier Developing Services
GMC Engineering, Inc.	Sequel Contractors, Inc.
GRFCO	Shawnan
Griffith Company	Sully-Miller
H&H General Constructors, Inc.	Toro Enterprises, Inc.
Hardy & Harper, Inc.	Universal Pipeline, Inc.
KEC Engineering	

Bids were received and opened on July 28, 2015 at 10:00 am, in the City Administrative Offices. CNC Engineering has reviewed the bids which appear to be in order and recommend award to the low bidder, OHL USA, Inc., Irvine, CA, in the budget amount of one million four hundred and forty-four thousand five hundred and seventy-two dollars and no cents (\$1,444,572.00). Please note that for accounting purposes a single

contingency line item for unforeseen conditions of 20% of the engineer's estimate was added to all contractor's bids as item 49 in the amount of \$238,000.00 so the base bid before that contingency was \$1,206,572.00. This contingency wasn't included in the original engineer's estimate.

Upon your approval of OHL USA, Inc. we shall meet with them to gather the contract documents.

PP/CC/JN:af

BID TABULATION

CITY OF INDUSTRY
CONTRACT NO. CITY-1420

WALNUT DRIVE SOUTH WIDENING AND STORM DRAIN IMPROVEMENTS
(IPD 233)

BID OPENING: July 28, 2015 AT 10:00 AM
ESTIMATE: \$1,190,000.00

BIDDER	BID BOND	TOTAL
OHL USA, Inc.	10%	\$1,444,572.00
Beador Construction	10%	\$1,475,700.00
GCI Construction	10%	\$1,481,530.60*
H & H Contractors	10%	\$1,643,088.00
Los Angeles Engineering	10%	\$1,733,457.00
Sully-Miller	10%	\$1,862,000.00
Mike Bubalo Construction	10%	\$1,963,720.00
KEC Engineering	10%	\$1,994,358.00
Palp, Inc.	10%	\$2,042,331.75
Griffith Company	10%	\$2,366,918.00

* This indicates a corrected bid to rectify mathematical errors.

Shading Indicates Items
Added or Revised in
Addendum No. 1

SECTION C

BID SCHEDULE

FOR

CITY OF INDUSTRY
PROJECT NO. 420

WALNUT DRIVE SOUTH WIDENING AND STORM DRAIN IMPROVEMENTS (IPD
233)

CONTRACT NO. CITY-1420

BIDDER: OHL USA, Inc.

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

SCHEDULE OF WORK ITEMS

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
1.	Remove PCC Curb and Base Material	550	LF	7. ⁰⁰	3,850. ⁰⁰
2.	Remove AC Pavement and Base Material	4,300	SF	1. ⁰⁰	4,300. ⁰⁰
3.	Remove AC Berm and Base Material	650	LF	6. ⁰⁰	3,900. ⁰⁰
4.	Remove Chain Link Fence	560	LF	12	6,720. ⁰⁰
5.	Remove PCC Driveway Approach and Base Material	160	SF	12	1,920. ⁰⁰
6.	Unclassified Fill from Onsite Stockpile	6,000	CY	5. ⁰⁰	30,000. ⁰⁰
7.	Overexcavation and Recompaction of Existing Soil	5,700	CY	5. ⁹⁰	33,630. ⁰⁰
8.	Clear and Grubbing	1	LS		50,000. ⁰⁰
9.	Adjust Drain/Sewer Manhole to Grade	3	EA	1,000	3,000. ⁰⁰
10.	Cold Mill AC Pavement (2" min)	2,113	SF	3. ⁰⁰	6,339. ⁰⁰
11.	Construct 2" Min AC Overlay	270	TN	90	24,300. ⁰⁰

C-4R

ADDENDUM NO. 2

Shading Indicates Items
Added or Revised in
Addendum No. 2

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
12.	Construct Pavement Section				
a.	6" AC Pavement	400	TN	81	32,400. ⁰⁰
b.	12" Crushed Aggregate Base (CAB)	670	TN	32	21,440. ⁰⁰
13.	Construct Type A2 Curb and Gutter, including Base Material	1,230	LF	20	24,600. ⁰⁰
14.	Construct Type C Driveway Approach	250	SF	9. ⁰⁰	2,250. ⁰⁰
15.	Construct 4" PCC Walk	6,010	SF	4. ⁰⁰	24,040. ⁰⁰
16.	Construct Local Depression	2	EA	2,500	5,000. ⁰⁰
17.	Construct Chain Link Fence (H=6') with Gate	1,200	LF	31	37,200. ⁰⁰
18.	Remove PCC Headwall	1	EA	1,345	1,345. ⁰⁰
19.	Remove Existing AC Overside Drain	2	EA	775	1,550. ⁰⁰
20.	Remove Portion of Existing Storm Drain Pipe	40	LF	34	1,360. ⁰⁰
21.	Construct 6' by 6' Pre-Cast Reinforced Concrete Box per SPPWC Std Plan 390-1	90	LF	645	58,050. ⁰⁰
22.	Construct 6' by 5' Pre-Cast Reinforced Concrete Box per SPPWC Std Plan 390-1	85	LF	688	58,480. ⁰⁰
23.	Construct 6' by 4.5' Pre-Cast Reinforced Concrete Box per SPPWC Std Plan 390-1	172	LF	850 800	146,200.⁰⁰
24.	Construct 6' by 4' Pre-Cast Reinforced Concrete Box per SPPWC Std Plan 390-1 Box	330	LF	420	138,600. ⁰⁰
25.	Construct 24" Reinforced Concrete Pipe	127	LF	250	31,750. ⁰⁰
26.	Construct 12" PVC Drain Pipe	23	LF	174	4,002. ⁰⁰
27.	Construct Curb Opening Catch Basin per SPPWC Std Plan 300-3	2	EA	5,520	11,040. ⁰⁰
28.	Construct Grate Inlet Catch Basin per SPPWC Std Plan 304-3	2	EA	1,956	3,912. ⁰⁰
29.	Construct Manhole per SPPWC Std Plan 323-2	2	EA	6,210	12,420. ⁰⁰
30.	Construct Junction Structure without Manhole per SPPWC Std Plan 332-2 DELETED				
31.	Construct Junction Structure without Manhole per SPPWC Std Plan 333-2	2	EA	1,000	2,000. ⁰⁰
32.	Construct PCC Collar per SPPWC Std Plan 380-4	2	EA	560	1,120. ⁰⁰
33.	Construct Pipe to Existing Storm Drain (Case 1) Connection per SPPWC Std Plan 335-2	1	EA	950	950. ⁰⁰
34.	Construct PCC Headwall per Caltrans Std Plan No. D90	1	EA	43,700	43,700. ⁰⁰

137,600.⁰⁰
KAA

C-5R1

ADDENDUM NO. 2

Shading Indicates Items
Added or Revised in
Addendum No. 2

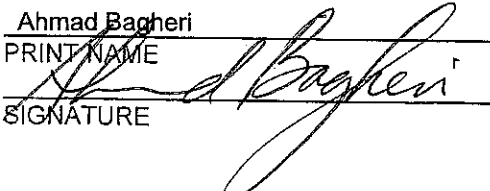
NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
35.	Construct Curb Opening Catch Basin with Grate per SPPWC Std Plan 302-3	1	EA	6,200	6,200. ⁰⁰
36.	Construct Pipe to Headwall Connection per Caltrans Std Plan No. D90	2	EA	560	1,120. ⁰⁰
37.	Construct PCC Underpinning of Existing Retaining Wall per Detail on Plan	1	LS		1,500. ⁰⁰
38.	Construct RCB to Pipe Transition Structure Per SPPWC Std Plan 342-2	1	EA	7,900	7,900. ⁰⁰
39.	Construct Single RCB to Single RCB Transition Structure per SPPWC Std Plan 341-2	3	EA	5,800	17,400. ⁰⁰
40.	Preparation and ongoing implementation of a Storm Water Pollution Prevention Plan (SWPPP) including but not limited to mulch and hydroseeding and preparation of a surface water diversion plan	1	LS		20,000. ⁰⁰
41.	Install Street Light Conduit including Bends, Handholes and other Miscellaneous Materials per Southern California Edison Standards	1,100	LF	17. ⁵⁰	19,250. ⁰⁰
42.	Construct PCC V-Ditch per detail on plan	65	LF	70	4,550. ⁰⁰
43.	Construct 4-Inch Rock Mat for Stabilization of Subgrade	675	CY	60	40,500. ⁰⁰
44.	Furnish & Install Tensar BX 1200 Geo-Grid or Equal for Stabilization of Subgrade	6,080	SY	3. ⁰⁰	18,240. ⁰⁰
45.	Construct 12" Thick Crushed Aggregate Base for Stabilization of Subgrade	2,026	CY	44	89,144. ⁰⁰
46.	Site Improvements at 20001 East Walnut Drive South	1	LS		75,000. ⁰⁰
47.	Mobilization	1	LS		72,000. ⁰⁰
48.	Property restoration at the residential home at 20137 Walnut Drive South including but not limited to vines, grass/turf, and irrigation equipment	1	LS		11,000. ⁰⁰
49.	Contingency for unforeseen conditions	1	LS		\$238,000.00
GRAND TOTAL (INCLUDING CONTINGENCY)					1,444,572. ⁰⁰

I hereby certify that on July 1, 20115, Angelica Kroesch
(Print Name)

examined the site of the proposed work, and the undersigned, fully understands the scope of work and has checked carefully all words and figures inserted in this Bid Schedule.

By:

OHL USA, Inc.
CONTRACTOR NAME
chuss@ohlusa.com
EMAIL ADDRESS

Ahmad Bagheri
PRINT NAME

SIGNATURE

1000000612
DIR #

C-6R1

ADDENDUM NO. 2

BIDDER'S INFORMATION SHEET

Receipt of the following addenda is hereby acknowledged. (If none so, state.)

<u>1,2,3</u>	_____
_____	_____
_____	_____

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

X 1. I will provide securities in lieu of monies to be withheld to ensure performance under the contract as per Paragraph 65, General Provisions.

____ 2. I will not provide securities in lieu of monies to ensure performance under the contract.

OHL USA, Inc.
Bidder
1920 Main St, Suite 310
Mailing Address
Irvine, CA 92614
City/State/Zip
(949) 242-4432
Telephone
(949) 231-1255
Fax

Ahmad Bagheri
Signature
Ahmad Bagheri
Print Name
Executive Vice President
Title
984140
License No./Class
6/30/17
Expiration Date

Underline one of the following: The Bidder is a (Partnership) (Corporation) (Individual).

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

AFFIX CORPORATE SEAL

Francisco Marin Nortes, CEO
Miren Sotomayor, Secretary/Treasurer
Ahmad Bagheri, Executive VP



CONTRACTORS LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

CITY OF INDUSTRY
PROJECT NO. 420

WALNUT DRIVE SOUTH WIDENING AND STORM DRAIN IMPROVEMENTS (IPD 233)

CONTRACT NO. CITY-1420

Ahmad Bagheri, being first duly sworn, deposes and says that
Name

he or she is Executive Vice President, of OHL USA, Inc.,
Title Name of Firm

984140 License Number A Classification

6/30/17
Expiration Date

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

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

7/28/15
DATE

Ahmad Bagheri
SIGNATURE

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 420

WALNUT DRIVE SOUTH WIDENING AND STORM DRAIN IMPROVEMENTS (IPD 233)

CONTRACT NO. CITY-1420

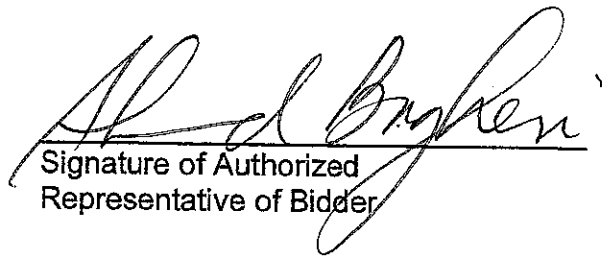
OHL USA, Inc.

Bidder

certifies that:

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

 Laborers, Operators, Iron Workers, Carpenters
 Teamsters, Cement Mason


Signature of Authorized
Representative of Bidder

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. 420

WALNUT DRIVE SOUTH WIDENING AND STORM DRAIN IMPROVEMENTS (IPD 233)

CONTRACT NO. CITY-1420

CONTRACTOR:

OHL USA, Inc.

BUSINESS ADDRESS:

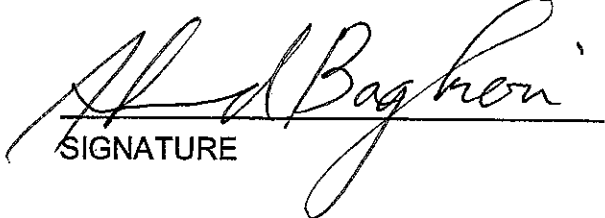
1920 Main Street, Suite 310

Irvine, CA 92614

In submitting this bid for the project:

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

I do hereby certify under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed at Irvine
California, this 28th day of July, 2015.


SIGNATURE

SUBCONTRACTORS LISTING - PAGE 1

CITY OF INDUSTRY
PROJECT NO. 420

WALNUT DRIVE SOUTH WIDENING AND STORM DRAIN IMPROVEMENTS (IPD 233)

CONTRACT NO. CITY-1420

(See Paragraph 13 - Instructions to Bidders)

1. Name: CGO Construction Co.
Address: Ontario, CA
Email: _____
Telephone #: 909-930-5501 Fax #: 909-930-5503
License #: 532200 DIR# 1000013024
Portion of Work: Clearing & Grubbing
2. Name: Ace Fence Co.
Address: La Puente, CA
Email: _____
Telephone #: 626-333-0727 Fax #: 626-333-7843
License #: 996577 DIR# 1000004092
Portion of Work: Fencing
3. Name: Calmex Engineering Inc
Address: Bloomington, CA
Email: _____
Telephone #: 909-596-1311 Fax #: 909-874-9463
License #: 685954 DIR# 1000005380
Portion of Work: Asphalt Paving

SUBCONTRACTORS LISTING - PAGE 2

CITY OF INDUSTRY
PROJECT NO. 420

WALNUT DRIVE SOUTH WIDENING AND STORM DRAIN IMPROVEMENTS (IPD 233)

CONTRACT NO. CITY-1420
(See Paragraph 13 - Instructions to Bidders)

4. Name: EBS General Engineering
Address: Corona, CA
Email: _____
Telephone #: 951-279-6869 Fax #: 951-279-9112
License #: 720016 DIR# 1000005295
Portion of Work: Curb, Gutter, Sidewalk & Driveway
5. Name: Steiny and Company
Address: Baldwin Park, CA
Email: _____
Telephone #: 626-338-9923 Fax #: 626-337-6899
License #: 161273 DIR# 1000004082
Portion of Work: Electrical
6. Name: _____
Address: _____
Email: _____
Telephone #: _____ Fax #: _____
License #: _____ DIR# _____
Portion of Work: _____



Contractor's License Detail for License # 984140

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

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 7/29/2015 3:38:31 PM

Business Information

OHL USA INC
dba GROUP OHL USA INC

780 THIRD AVENUE 9TH FLOOR
NEW YORK, NY 10017
Business Phone Number:(212) 201-5885

Entity Corporation
Issue Date 06/05/2013
Expire Date **06/30/2017**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Certifications

HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN SAFETY CASUALTY INSURANCE COMPANY.
Bond Number: 410241
Bond Amount: \$12,500
Effective Date: 04/30/2013

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number 410229 for BAGHERI AHMAD in the amount of **\$12,500** with AMERICAN SAFETY CASUALTY INSURANCE COMPANY.
Effective Date: 04/30/2013

Workers' Compensation

This license has workers compensation insurance with the COMMERCE AND INDUSTRY INSURANCE COMPANY
Policy Number: WC049342265
Effective Date: 12/31/2013
Expire Date: 12/31/2015
Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

CITY COUNCIL

ITEM NO. 6.4



MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul Philips, City Manager

Staff: Clement N. Calvillo, CNC Engineering
Joshua Nelson, CNC Engineering *JN*

Date: August 6, 2015

SUBJECT: Clark Avenue Widening and Sidewalk Construction and Salt Lake Avenue Sidewalk Construction (CITY-1422)

The above project was authorized for solicitation of bids on May 14, 2015 for an estimated cost of \$531,000.00. The Notice Inviting Sealed Bids was advertised in the San Gabriel Valley Tribune on June 16, 2015 and June 23, 2015 it was also advertised in Construction Bidboard, Inc., McGraw Hill, Southern California Builders Association, and Builders Notebook trade publications on June 12, 2015.

Twenty-three (23) contractors obtained plans and specifications for bidding:

All American Asphalt	iSqFt
Beador Construction	J.D.C., Inc.
CEM Construction Corp.	Los Angeles Engineering, Inc.
CJ Construction	Minako American Corporation
Dynalectric	OHL USA, Inc.
E.C. Construction	Pavement Recycling Systems
Excel Paving	Sequel Contractors, Inc.
FS Construction	Shawnan
Gentry Brothers, Inc.	STL Landscape, Inc.
GM Sager Construction	Sully-Miller Contracting Co.
GMC Engineering	Vido Samarzich Inc
Hardy & Harper, Inc.	

Bids were received and opened on July 23, 2015 at 10:00 am, in the City Administrative Offices. CNC Engineering has reviewed the bids which appear to be in order and recommend award to the low bidder, Sully-Miller Contracting Company, Brea, CA, in the budget amount of six hundred and thirty-two thousand sixty-four dollars and ninety five cents (\$632,064.95). Please note that for accounting purposes a single contingency line item for unforeseen conditions of 10% of the engineer's estimate was added to all

contractors bids in the amount of \$53,100.00 so the base bid before that contingency was \$578,964.95. This contingency wasn't included in the original engineer's estimate. Upon your approval of Sully-Miller Contracting Co. we shall meet with them to gather the contract documents.

PP/CC/JN:af

BID TABULATION

CITY OF INDUSTRY
CONTRACT NO. CITY-1422

CLARK AVENUE WIDENING AND SIDEWALK CONSTRUCTION AND SALT LAKE AVENUE SIDEWALK CONSTRUCTION

BID OPENING: July 23, 2015 AT 10:00 AM
ESTIMATE: \$531,000.00

BIDDER	BID BOND	TOTAL
Sully-Miller	10%	\$632,064.95
All American Asphalt	10%	\$676,085.00*
GMC Engineering	10%	\$684,000.00
Vido Samarzich, Inc.	10%	\$692,308.20
Gentry Brothers	10%	\$756,439.14
Palp, Inc.	10%	\$758,429.89
Los Angeles Engineering	10%	\$766,964.50*
E.C. Construction	10%	\$773,492.81
Beador Construction	10%	\$819,700.00

* This indicates a corrected bid to rectify mathematical errors.

Shading Indicates Items
Added or Revised in
Addendum No. 1

SECTION C
BID SCHEDULE
FOR
CITY OF INDUSTRY
PROJECT NO. 422

CLARK AVENUE WIDENING AND SIDEWALK CONSTRUCTION AND
SALT LAKE AVENUE SIDEWALK CONSTRUCTION

CONTRACT NO. CITY-1422

BIDDER: Sully-Miller Contracting Company

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

SCHEDULE OF WORK ITEMS

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
SCHEDULE A - GENERAL CIVIL					
1.	Saw cut and Remove AC Pavement Including Base	2,320	SF	3.70	8,584. ✓
2.	Cold Milling AC Pavement, 2" Thick	7,890	SF	.84	6,627.60
3.	Saw cut and remove curb and gutter including base	800	LF	8.75	7,000. ✓
4.	Saw cut and remove driveway/sidewalk/pedestrian ramp including base and integrated curb where it exists	2,670	SF	2.95	7,876.50
5.	Remove Tree	27	EA	835. ✓	22,545. ✓
6.	Clearing and Grubbing	1	LS	2,300. ✓	2,300. ✓
7.	Remove Existing Wrought Iron Fence and Automatic Gate including footings completely	300	LF	9.80	2,940. ✓
8.	Construct Wrought Iron Fence	255	LF	148. ✓	37,740. ✓
9.	Construct Wrought Iron Automatic Gate (L=36'), slide gate operator including electrical conduit to electrical connection, concrete pad, remote control devices (ten units), v-track rail, and safety and exit loop per plan	1	LS		41,000. ✓

C-4R

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
10.	Temporary Chain Link Fence	1	LS	3,000.-	3,000.-
11.	Permanent Chain Link Fence, Including the Removal and Replacement of Chain Link Fence Affected Due to Construction	20	LF	86.-	1,720.-
12.	Unclassified Excavation (export), including aggregate base material removal	945	CY	48.-	45,360.-
13.	Construct AC Pavement	370	TN	73.-	27,010.-
14.	Construct 8" PCC Pavement, including 10" Caltrans Class 2 Base or crushed Aggregate Base	860	SF	8.60	7,396.-
15.	Construct Crushed Aggregate Base or Caltrans Class 2 Base	420	CY	53.-	22,260.-
16.	Install Geogrid TX-170 or approved equal	621	SY	9.15	5,682.15
17.	Construct A2 curb and gutter per City Standard Plan 112, including Caltrans Class 2 Base	605	LF	26.-	15,730.-
18.	Construct sidewalk per City Standard Plan 115, including Caltrans Class 2 Base	11,740	SF	5.75	67,505.-
19.	Construct pedestrian ramp per City Standard Plan 116 including, Caltrans Class 2 Base and Detectable Warning Surface (4' x4')	1	EA	2,900.-	2,900.-
20.	Construct Driveway per City Standard Plan 114, including Caltrans Class 2 Base	900	SF	7.40	6,660.-
21.	Construct Tree Wells and Covers per SPPWC Plan 519-3, Type 3, Case 2	28	EA	172.-	4,816.-
22.	Adjust Existing Storm Drain Manhole to Grade	1	EA	1,300.-	1,300.-
23.	Relocate Street Sign	6	EA	75.-	450.-
24.	Pavement Markers, Markings, Striping, remove conflicting Striping completely and all appurtenances per the plans and specifications	1	LS	5,100.-	5,100.-
25.	SWPPP Preparation and Implementation	1	LS	3,700.-	3,700.-
SCHEDULE A - GENERAL CIVIL SUBTOTAL					357,202.25
SCHEDULE B - DRAINAGE					
1.	Remove Catch Basin including local depression	1	EA	1,600.-	1,600.-
2.	Construct Catch Basin per SPPWC Plan 313-3, Case E	1	EA	12,000.-	12,000.-
3.	Install 18" RCP 2000D, connector pipe	30	LF	440.-	13,200.-
4.	Install Junction Structure per SPPWC Standard Plan 331-3	1	EA	4,500.-	4,500.-
SCHEDULE B - DRAINAGE SUBTOTAL					31,300.-

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
SCHEDULE C - LANDSCAPE AND IRRIGATION					
1.	Trees 24" Box	28	EA	540.-	15,120.-
2.	Shrubs 1 gal.	616	EA	8.-	4,928.-
3.	3" Thick Mulch	55	CY	67.-	3,685.-
4.	Weed Abatement	5,922	SF	.17	1,006.74
5.	Soil Prep/Fine Grade	5,922	SF	.58	3,434.76
6.	Landscape Maintenance	5,922	SF	.85	5,033.70
7.	Irrigation	5,922	SF	4.25	25,168.50
8.	Install Irrigation System Sleeves, including asphalt removal and replacement or Boring underneath asphalt (see construction note for irrigation sleeves on plans)	110	LF	50.-	5,500.-
9.	Refurbish Irrigation System (area shown in Detail S1, on Sheet 2 of 18)	1	LS	4,000.-	4,000.-
SCHEDULE C - LANDSCAPE AND IRRIGATION SUBTOTAL					67,876.70
SCHEDULE D - STREET LIGHTING					
1.	Trench	1,795	FT	5.75	10,321.25
2.	Sand Shade	1,795	FT	1.85	3,320.75
3.	Boring	318	FT	24.-	7,632.-
4.	Surface Restoration (Asphalt or Concrete)	340	FT	3.45	1,173.-
5.	1 1/2 Conduit Schedule 40 PVC	654	FT	3.45	2,256.30
6.	2" Conduit, Schedule 40	1,514	FT	3.45	5,223.30
7.	3" Conduit, Schedule 40	125	FT	8.-	1,000.-
8.	10-1/2" x 17" x 12" Handhole	13	EA	230.-	2,990.-
9.	Light Pole Foundations	17	EA	750.-	12,750.-
10.	3/C 2 #2 and #4 AL CLP 600V	1,572	FT	6.60	10,375.20
11.	2/C #8 AL CLP 600V	654	FT	2.30	1,504.20

**Shading Indicates Items
Added or Revised in
Addendum No. 1**

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
12.	Connectors (4W Secondary Bars), 600V	39	EA	160.-	6,240.-
13.	28' 3" Electrolier - Single Bracket 8' Mast Arm	17	EA	3,000.-	51,000.-
14.	16,000 HPSV S/C Head-Cobra Semi Cut Off	17	EA	400.-	6,800.-
SCHEDULE D - STREET LIGHTING SUBTOTAL					122,586.-

SCHEDULE A - GENERAL CIVIL SUBTOTAL	357,262.25
SCHEDULE B - DRAINAGE SUBTOTAL	31,300.-
SCHEDULE C - LANDSCAPE AND IRRIGATION SUBTOTAL	67,876.70
SCHEDULE D - STREET LIGHTING SUBTOTAL	122,586.-
CONTINGENCY FOR UNFORESEEN CONDITIONS	53,100
GRAND TOTAL (INCLUDING CONTINGENCY)	632,064.95

I hereby certify that on July 09, 2015, Linda Newton
(Print Name)
 examined the site of the proposed work, and the undersigned, fully understands the scope of work and has checked carefully all words and figures inserted in this Bid Schedule.


By:

Sully-Miller Contracting Company

CONTRACTOR NAME
 dennis.gansen@sully-miller.com
 charlie.pessa@sully-miller.com

EMAIL ADDRESS
 1000003664

DIR #
 Dennis Gansen, Assistant Secretary

PRINT NAME

 SIGNATURE

C-7R

ADDENDUM NO. 1

BIDDER'S INFORMATION SHEET

Receipt of the following addenda is hereby acknowledged. (If none so, state.)


/

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

___ 1. I will provide securities in lieu of monies to be withheld to ensure
Initials performance under the contract as per Paragraph 65, General Provisions.

___ 2. I will not provide securities in lieu of monies to ensure performance under
Initials the contract.

Sully-Miller Contracting Company
Bidder
135 S. State College Blvd., Suite #400
Mailing Address
Brea, CA 92821
City/State/Zip
(714) 578-9600
Telephone
(714) 578-9672
Fax



Signature
Dennis Gansen
Print Name
Assistant Secretary
Title
747612 - A
License No./Class
03/31/16
Expiration Date

Underline one of the following: The Bidder is a (Partnership) (Corporation) (Individual).

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

AFFIX CORPORATE SEAL

Please see attached Certificate of
Incumbency and Resoultion

CONTRACTORS LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF ~~LOS ANGELES~~)
Orange

CITY OF INDUSTRY
PROJECT NO. 422

CLARK AVENUE WIDENING AND SIDEWALK CONSTRUCTION AND SALT LAKE AVENUE
SIDEWALK CONSTRUCTION

CONTRACT NO. CITY-1422

Dennis Gansen, being first duly sworn, deposes and says that
Name

he or she is Assistant Secretary, of Sully-Miller Contracting Company
Title Name of Firm

747612
License Number


A
Classification

.03/31/16
Expiration Date

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

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

07/21/15
DATE


SIGNATURE
Dennis Gansen
Assistant Secretary

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 422

CLARK AVENUE WIDENING AND SIDEWALK CONSTRUCTION AND SALT LAKE AVENUE
SIDEWALK CONSTRUCTION

CONTRACT NO. CITY-1422

Sully-Miller Contracting Company certifies that:
Bidder

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

General Contracting, Asphalt Paving, Concrete, Grading,

Underground Utilities: Water, Sewers, Storm Drain



Signature of Authorized
Representative of Bidder
Dennis Gansen, Assistant Secretary

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. 422

CLARK AVENUE WIDENING AND SIDEWALK CONSTRUCTION AND SALT LAKE AVENUE
SIDEWALK CONSTRUCTION

CONTRACT NO. CITY-1422

CONTRACTOR:

Sully-Miller Contracting Company

BUSINESS ADDRESS:

135 S. State College Blvd., Suite #400

Brea, CA 92821

In submitting this bid for the project:

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

I do hereby certify under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed at Brea
California, this 21st day of July, 2015.



SIGNATURE

SUBCONTRACTORS LISTING - PAGE 1

**CITY OF INDUSTRY
PROJECT NO. 422**

**CLARK AVENUE WIDENING AND SIDEWALK CONSTRUCTION AND SALT LAKE AVENUE
SIDEWALK CONSTRUCTION**

CONTRACT NO. CITY-1422

(See Paragraph 13 - Instructions to Bidders)

1. Name: MSL Electric
Address: 4938 La Palma Ave. Anaheim CA
Email: _____
Telephone #: 714 693 4837 Fax #: 714 693 4838
License #: 822450 DIR#: 1000000550
Portion of Work: Electrical
2. Name: Ace Fence Co.
Address: 727 Glendora Ave La Puente Ca
Email: _____
Telephone #: 626 333 0727 Fax #: 626 333 7843
License #: 996577 DIR#: 1000004092
Portion of Work: Fence
3. Name: Kato Landscape
Address: 18187 Bushard St Fountain Valley CA
Email: _____
Telephone #: 714 963 4615 Fax #: 714 963 4424
License #: 806122 DIR#: 1000000086
Portion of Work: Landscape / Irrigation

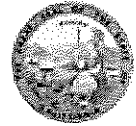
SUBCONTRACTORS LISTING - PAGE 2

**CITY OF INDUSTRY
PROJECT NO. 422**

**CLARK AVENUE WIDENING AND SIDEWALK CONSTRUCTION AND
SALT LAKE AVENUE SIDEWALK CONSTRUCTION**

**CONTRACT NO. CITY-1422
(See Paragraph 13 - Instructions to Bidders)**

4. Name: LNA Concrete Structures
Address: 15455 Tern St Chino hills CA
Email: _____
Telephone #: 909 393 1493 Fax #: 909 393 9363
License #: 611949 DIR# 1000007129
Portion of Work: Storm drain structures
5. Name: V & E Tree Service
Address: PO Box 3280 Orange CA
Email: John @ VETree Service.com
Telephone #: 714 997 0903 Fax #: 714 637 4070
License #: 654506 DIR# 1000001936
Portion of Work: Tree Removal
6. Name: _____
Address: _____
Email: _____
Telephone #: _____ Fax #: _____
License #: _____ DIR# _____
Portion of Work: _____



Contractor's License Detail for License # 747612

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

CSLB complaint disclosure is restricted by law (B&P 7124.6) if this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 7/29/2015 3:39:40 PM

Business Information

SULLY - MILLER CONTRACTING COMPANY
135 SOUTH STATE COLLEGE BLVD
SUITE 400
BREA, CA 92821
Business Phone Number:(714) 578-9600

Entity Corporation
Issue Date 03/30/1998
Expire Date **03/31/2016**

License Status

This license is current and active.

All information below should be reviewed.

Additional Status

PENDING DISCIPLINARY ACTION
For further information, please call the Case Management Office in your area: (916) 255-4041 Northern California or (562) 345-7656 Southern California.

There is Complaint Disclosure information for this license.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with LIBERTY MUTUAL INSURANCE COMPANY.

Bond Number: 014012431

Bond Amount: \$12,500

Effective Date: 01/01/2007

Contractor's Bond History

Bond of Qualifying Individual

This license has Bond of Qualifying Individual Number 014049019 for MARTINEZ DAVID LEROY in the amount of \$12,500 with LIBERTY MUTUAL INSURANCE COMPANY.

Effective Date: 05/01/2010

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the LIBERTY MUTUAL INSURANCE COMPANY

Policy Number: WC7631004125654

Effective Date: 04/01/2012

Expire Date: 04/01/2016

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

CONTRACTOR REFERENCE VERIFICATION


DATE: August 6, 2015
PROJECT: Clark Avenue Widening and Sidewalk Construction and Salt Lake Avenue Sidewalk Construction
CONTRACT: CITY-1422
CONTRACTOR: Sully-Miller Contracting Co.

Sully-Miller Contracting Co. has worked in the past with the City of Industry on two projects.

The first City project was Contract No. CITY-1409, Advanced Traffic Management Systems for Valley Boulevard, for \$576,255.00. This project was completed in October 2014 and did a good job per Construction Manager, Mr. Gerardo Perez.

The second City project was Contract No. CITY-1379, Proctor Avenue from 6th Avenue to 7th Avenue and from 9th Avenue to Valley Boulevard, Street Improvements, for \$1,607,732.00. This project was completed in August 2010 and per Mr. Gerardo Perez, they also did a good job and would be highly recommended.

By Alicia Fernandez
Administrative Assistant

Signature 

/af

CITY COUNCIL

ITEM NO. 6.5



MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul J. Philips, City Manager

Staff: Clement N. Calvillo, CNC Engineering
Gerardo Perez, CNC Engineering *GP*

Date: August 6, 2015

SUBJECT: Bid Documents - Solicitation of Public Bids for 2015 Cleanout of Stormwater Treatment Devices (CITY-1425)

At the direction of City Staff, CNC Engineering, Inc. has assembled the enclosed plans and specifications for the above project. This work will be implemented as Contract No. CITY-1425, subject to the approval of the City Council.

Stormwater Treatment Devices have been installed throughout the City as part of the City's current Stormwater Permit. In order for these devices to be effective they need to be maintained and cleaned out on an annual basis. The scope of work under this contract involves removal and disposal of accumulated solids by industrial vacuum from approximately 100 storm water treatment devices at various locations in the City of Industry.

The estimated cost to perform this cleanout is \$120,000.00. Therefore, Staff recommends that the City Council approve the attached plans and specifications and authorize the solicitation of public bids.

PJP/GP:rg

NOTICE INVITING SEALED BIDS FOR:

**CITY OF INDUSTRY
PROJECT NO. 425**

2015 CLEANOUT OF STORMWATER TREATMENT DEVICES

CONTRACT NO. CITY-1425

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive sealed bids for the construction of the above project until **10:00 A.M.** on **September 15, 2015**, in the City Administrative Office, located at 15625 East Stafford Street in the City of Industry, California 91744. All bids will be opened and read in public immediately thereafter.

If a sealed bid is to be mailed, it must be mailed to the City Administrative Office, Post Office Box 3366, City of Industry, California 91744.

It is the responsibility of the bidder to be sure the sealed bid is in the possession of the City Clerk, City of Industry, prior to the date and time indicated.

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

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

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

(Continued)

The Scope of Work is as follows: Remove and dispose of accumulated solids by vacuum from stormwater treatment devices at various locations throughout the City.

Plans and Specifications are available for inspection at the City Administrative Offices, and may be obtained with bid forms at the City Engineering Offices located at 255 North Hacienda Blvd., Suite 222, City of Industry, California 91744.

There is a non-refundable fee of **\$25.00** for each set of plans and specifications. No cash will be accepted. Checks should be made payable to the **CITY OF INDUSTRY**.

(Continued)

**CITY OF INDUSTRY
PROJECT NO. 425**

2015 CLEANOUT OF STORMWATER TREATMENT DEVICES

CONTRACT NO. CITY-1425

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

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

By the order of the **CITY OF INDUSTRY** dated **August 13, 2015**.

Cecelia Dunlap - Deputy City Clerk

ESTIMATE FOR:

CITY OF INDUSTRY

PROJECT NO. 425

2015 CLEANOUT OF STORMWATER TREATMENT DEVICES

CONTRACT NO. CITY-1425

**ENGINEER'S ESTIMATE
\$120,000.00**

SECTION A

NOTICE INVITING SEALED BIDS FOR:

CITY OF INDUSTRY
PROJECT NO. 425

2015 CLEANOUT OF STORMWATER TREATMENT DEVICES

CONTRACT NO.CITY-1425

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive sealed bids for the construction of the above project until **10:00 A.M.** on **September 15, 2015**, in the City Administrative Office, 15625 East Stafford Street, City of Industry, CA 91744. All bids will be opened and read in public immediately thereafter.

If a sealed bid is to be mailed it must be mailed to the City Administrative Office, P.O. Box 3366, City of Industry, CA 91744.

It is the responsibility of the bidder to be sure the sealed bid is in the possession of the City Clerk, City of Industry, prior to the date and time indicated.

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

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

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

Please note: It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

The scope of work is as follows: Remove and dispose of accumulated solids by vacuum from stormwater treatment devices at various locations throughout the City.

Plans and Specifications are available for inspection at the City Administrative Office, and may be obtained with bid forms, at the City Engineering Offices, 255 North Hacienda Blvd., Suite 222, City of Industry, CA 91744.

There is a non-refundable fee of **\$25.00** for each set of plans and specifications. No cash will be accepted. Checks should be made payable to the **CITY OF INDUSTRY**.

The bid shall be accompanied by a bid guarantee in the form of a Certified or Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **CITY OF INDUSTRY**. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the CITY. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited.

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

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

CONTRACTOR

LIABILITY INSURANCE

Contractor shall obtain and maintain at all times during the term of this agreement Comprehensive General Liability insurance protecting Contractor in amounts not less than \$1,000,000.00 and Automobile Liability Insurance protecting Contractor in amounts not less than \$1,000,000.00. If an umbrella or excess coverage is in effect, it must follow the form of the underlying coverage. Such insurance shall name CNC Engineering; City of Industry; Successor Agency to the Industry Urban-Development Agency; Civic-Recreational-Industrial Authority DBA Industry Hills Recreation and Conference Center; Majestic Industry Hills, LLC; Parking Authority of the City of Industry; City of Industry Waterworks System; Industry Hills Recreation and Conference Center; and their Officers, Employees, Elected Officials and Members of Boards or Commissions as additional insured parties. Coverage shall be in accordance with the sample certificates and endorsements attached hereto and must include the coverage and provisions indicated.

Contractors using the new I.S.O. form of coverage shall include Endorsement #CG25031185, which provides limits for each separate project that is being undertaken by said contractor.

Contractor shall file and maintain the required certificate(s) of insurance with the Lessor to this agreement at all times during the term of this agreement. The certificate(s) is to be filed prior to the commencement of the work or event and should state clearly:

- (1) The additional insured requested.
- (2) A minimum of ten (10) days prior written notice of cancellation for non-payment of premium and a minimum of thirty (30) days notice of cancellation for any other reason.
- (3) That the insurance is primary to that of the Additional insured.
- (4) Included coverage.
- (5) Cross-Liability Clause.

WORKER'S COMPENSATION INSURANCE

Contractor shall obtain and maintain at all times during the term of this agreement Worker's Compensation and Employer's Liability insurance and furnish the Additional Insured with a certificate showing proof of such coverage. Insurance company must waive subrogation rights against the above-named additional insureds. An endorsement to that effect must accompany the certificate of coverage.

INSURANCE COMPANIES

Insurance companies must be admitted in California and rated at least B+:XIII in *Best's Insurance Guide*. Non-admitted insurance companies will be considered if they are rated at least A:XIII or better and have a ratio of 3:1 for premium to policy holder surplus or lower in the latest *Best's Insurance Guide*.

Furnish additional insured with an endorsement waiving subrogation against them by the insurance carrier.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the CITY shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 10 days in advance of the effective date of cancellation due to non-payment of premium and not less than 30 days in advance of the effective date of cancellation for any other reason or for a policy change.

Notification for all above insurance items shall be submitted to: City of Industry Engineering Offices, 255 North Hacienda Blvd., Suite 222, City of Industry, CA 91744, Attention: Rachel Gonzalez. Failure to provide the CITY with written notice of cancellation or any change in required insurance may constitute a material breach of the Contract, in the sole discretion of the CITY, upon which the CITY may suspend or terminate the Contract.

EXPERIENCE AND SAFETY

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

PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the contractor is required to pay not less than the general prevailing rate of wages for each craft, classification, or type of workman needed in the execution of the public work under the jurisdiction of the CITY. The general prevailing wages shall be these determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable determination by the CITY are on file in the office of the CITY and are hereby incorporated and made a part hereof the same as though fully set forth herein. Copies of the applicable determination may be obtained at the office of the CITY.

CONTRACTOR REGISTRATION PROGRAM

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

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

LABOR COMPLIANCE MONITORING AND ENFORCEMENT

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

AGREEMENT

When the award of a contract is made to a corporation, the Agreement must be signed by the Secretary/Treasurer of the corporation in addition to the signature of the President/Vice President, or the public agency needs to receive a copy of a resolution

adopted by the Board of Directors of the corporation indicating that the party executing the contract has the authority to bind the corporation.

SURETY BONDS

All surety bonds issued in connection with projects for public works must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The bonds must also be acknowledged by a Notary Public to the effect that the signature by the surety's representative is that of the person designated in the Power of Attorney.

By the order of the **CITY OF INDUSTRY** dated **August 13, 2015**.

Cecelia Dunlap - Deputy City Clerk

CNC ENGINEERING

COST ESTIMATE SHEET

255 N. Hacienda Blvd., Suite 222
Industry, CA 91744
Tel: (626) 333-0336
Fax: (626) 369-4306

DATE PREPARED:

8/4/2015

ENGINEER/
DESIGNER:

G. Perez

JOB NO.:

CITY-1425/MP 15-07

ESTIMATOR:

G. Perez

CHECKED BY:

2015 Cleanout of Stormwater Treatment Devices

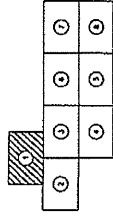
SCOPE OF WORK/PROJECT DESCRIPTION:

Remove and dispose of accumulated solids by vacuum from various stormwater treatment devices

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY		UNIT PRICE	TOTAL COST
		NO. UNITS	UNIT MEAS.		
1.	Clean out stormwater treatment devices	100	1	\$1,000.00	\$100,000.00
2.					\$0.00
3.					\$0.00
4.					\$0.00
5.					\$0.00
6.					\$0.00
7.					\$0.00
8.					\$0.00
9.					\$0.00
10.					\$0.00
11.					\$0.00
12.					\$0.00
13.					\$0.00
14.					\$0.00
15.					\$0.00
	TOTAL				\$100,000.00
	10% CONTINGENCY				\$10,000.00
	GRAND TOTAL				\$110,000.00
	ENGINEER'S ESTIMATE				\$110,000.00
	CHANGE ORDER ADD FOR CONTINGENCY				\$10,000.00
					\$120,000.00



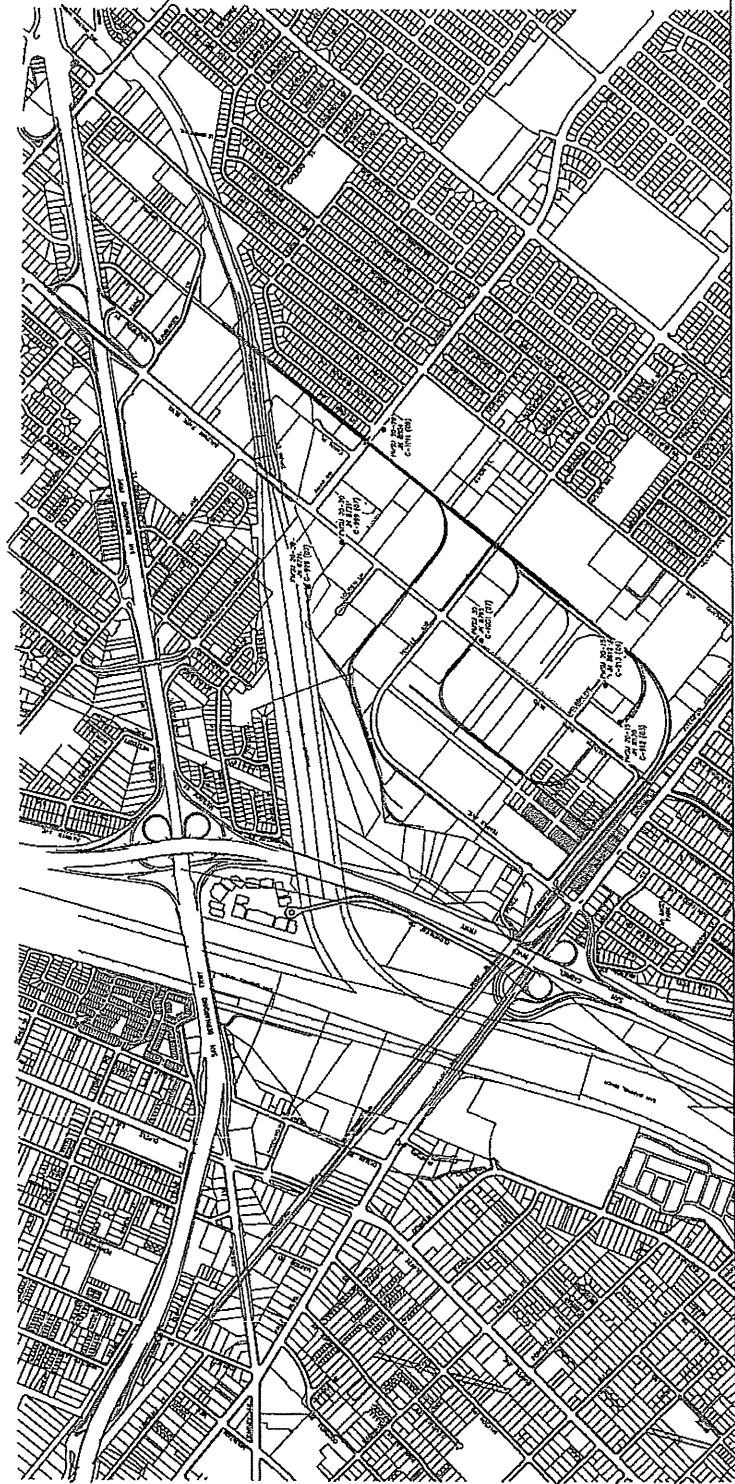
SCALE: 1" = 100'



KEY MAP

LEGEND

●	CUS
○	PAR. 20-15
○	CUS SIZE
○	ADJ NUMBER
○	CRABING PERMIT /
○	YEAR PERMIT ISSUED
(19)	



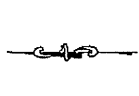
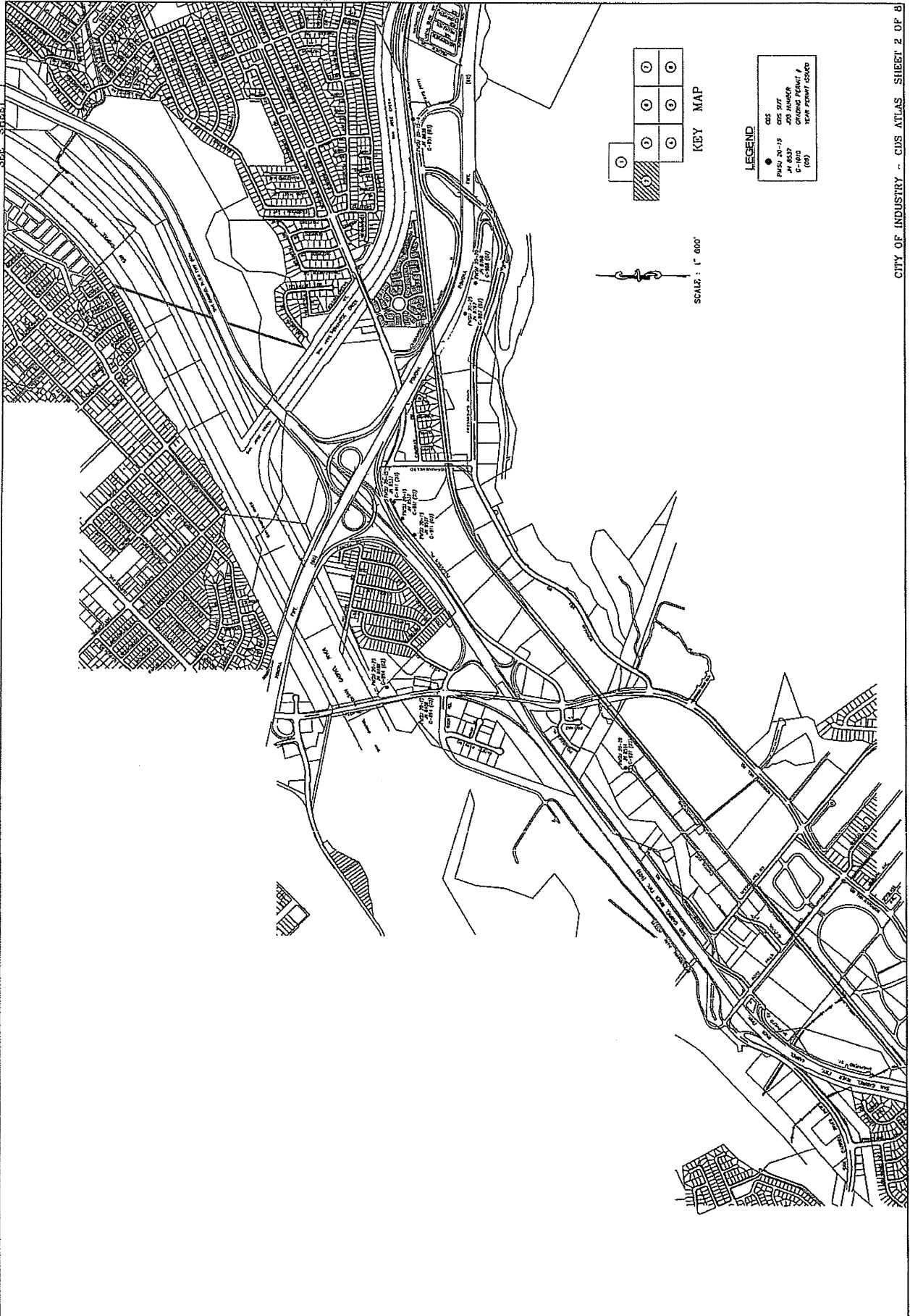
CITY OF INDIANAPOLIS -- CUS ATLAS SHEET 1 OF 5

SEE SHEET 3

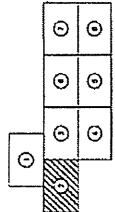
SEE SHEET 2

SEE SHEET

SEE SHEET 3



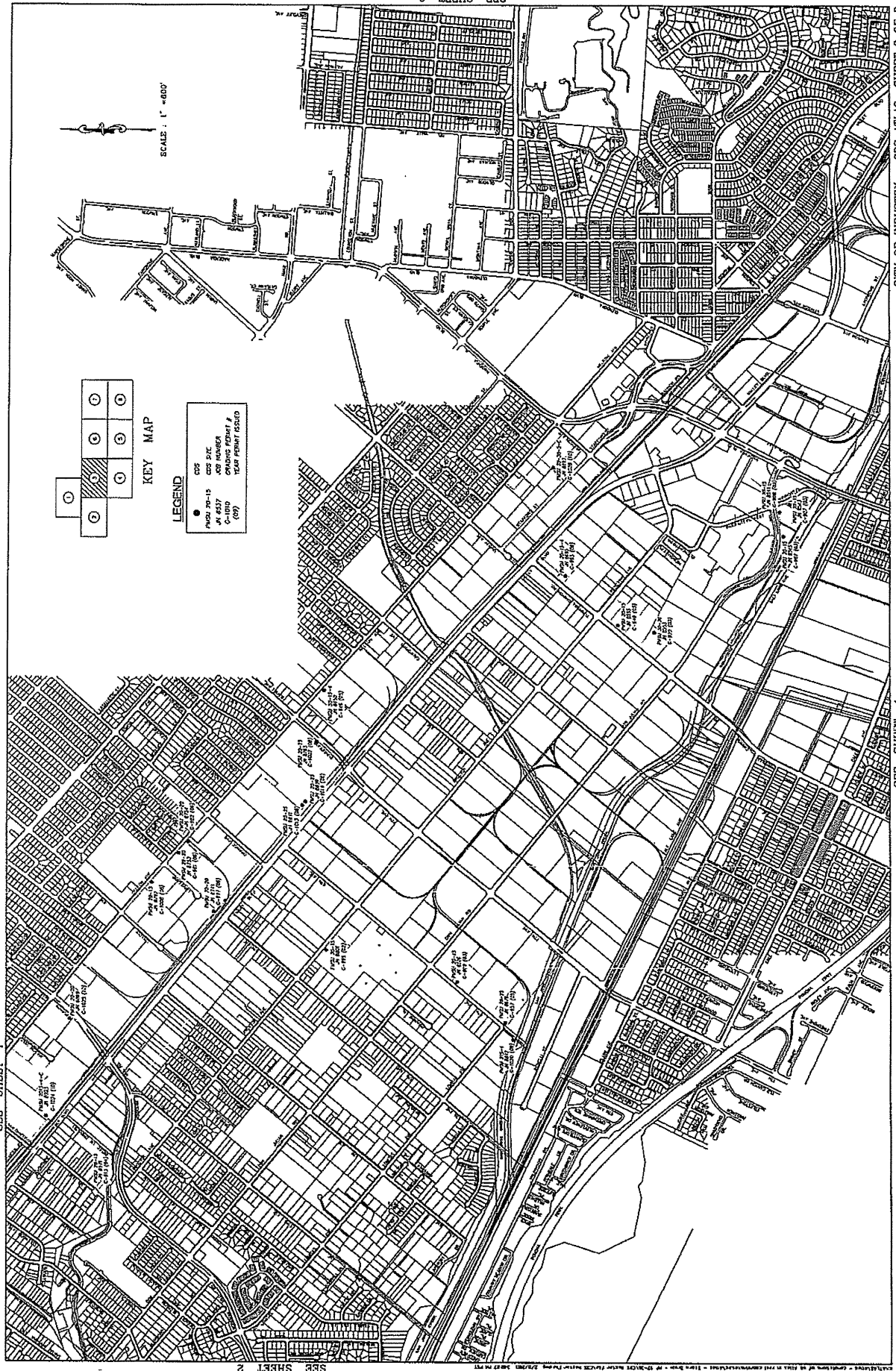
SCALE : 1" = 600'



KEY MAP

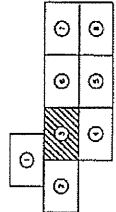
LEGEND

- CSE
- PMSU 20'-15'
- CSE 3/4"
- 40' PARKING
- 40' 60' 80' 100'
- 100'
- 100'



SEE SHEET 1

SEE SHEET 2



LEGEND

●	CDS
○	CDS 20-15
○	CDS 20-16
○	CDS 20-17
○	CDS 20-18
○	CDS 20-19
○	CDS 20-20
○	CDS 20-21
○	CDS 20-22
○	CDS 20-23
○	CDS 20-24
○	CDS 20-25
○	CDS 20-26
○	CDS 20-27
○	CDS 20-28
○	CDS 20-29
○	CDS 20-30
○	CDS 20-31
○	CDS 20-32
○	CDS 20-33
○	CDS 20-34
○	CDS 20-35
○	CDS 20-36
○	CDS 20-37
○	CDS 20-38
○	CDS 20-39
○	CDS 20-40
○	CDS 20-41
○	CDS 20-42
○	CDS 20-43
○	CDS 20-44
○	CDS 20-45
○	CDS 20-46
○	CDS 20-47
○	CDS 20-48
○	CDS 20-49
○	CDS 20-50
○	CDS 20-51
○	CDS 20-52
○	CDS 20-53
○	CDS 20-54
○	CDS 20-55
○	CDS 20-56
○	CDS 20-57
○	CDS 20-58
○	CDS 20-59
○	CDS 20-60
○	CDS 20-61
○	CDS 20-62
○	CDS 20-63
○	CDS 20-64
○	CDS 20-65
○	CDS 20-66
○	CDS 20-67
○	CDS 20-68
○	CDS 20-69
○	CDS 20-70
○	CDS 20-71
○	CDS 20-72
○	CDS 20-73
○	CDS 20-74
○	CDS 20-75
○	CDS 20-76
○	CDS 20-77
○	CDS 20-78
○	CDS 20-79
○	CDS 20-80
○	CDS 20-81
○	CDS 20-82
○	CDS 20-83
○	CDS 20-84
○	CDS 20-85
○	CDS 20-86
○	CDS 20-87
○	CDS 20-88
○	CDS 20-89
○	CDS 20-90
○	CDS 20-91
○	CDS 20-92
○	CDS 20-93
○	CDS 20-94
○	CDS 20-95
○	CDS 20-96
○	CDS 20-97
○	CDS 20-98
○	CDS 20-99
○	CDS 20-100

SCALE: 1" = 600'

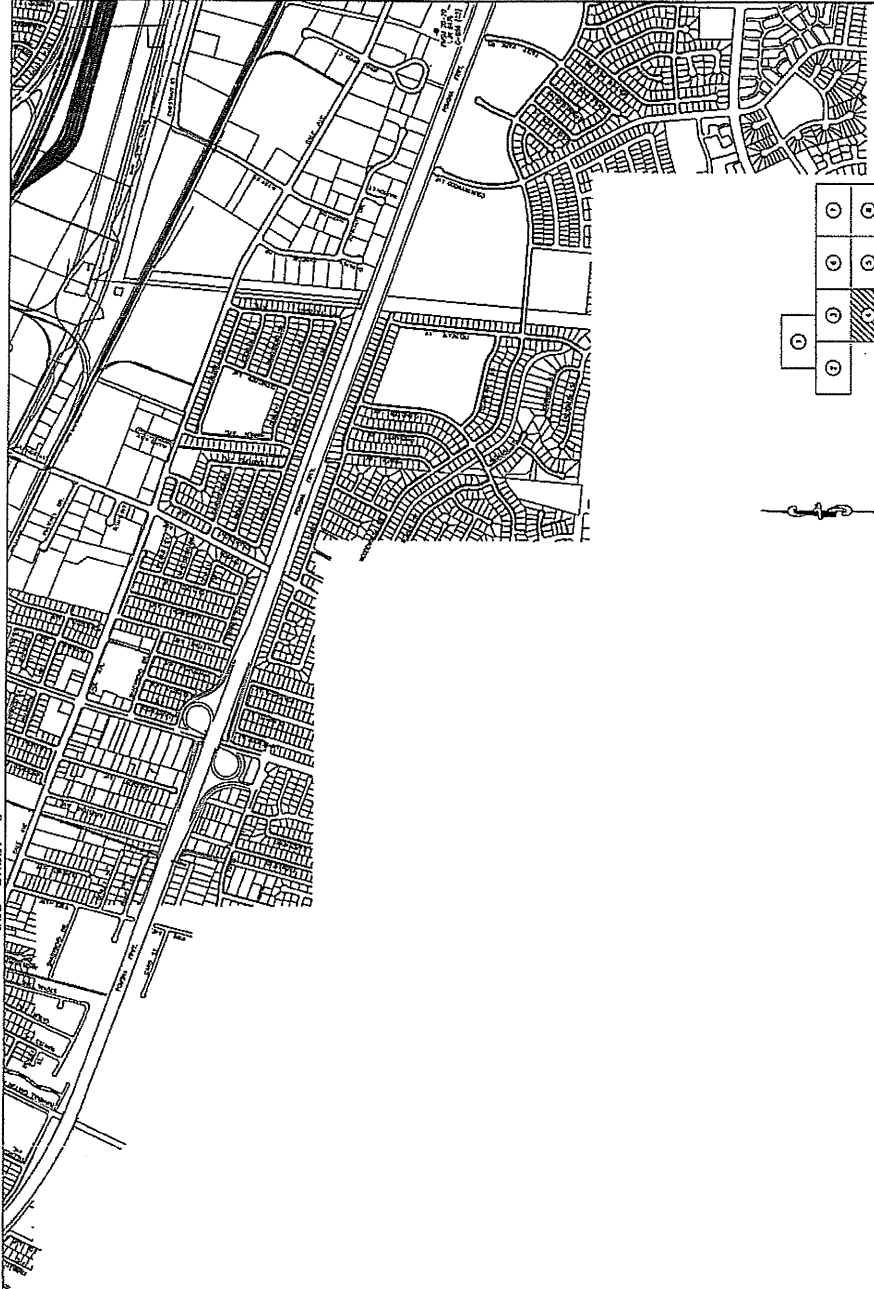
SEE SHEET 6

CITY OF INDUSTRY - CDS ATLAS SHEET 3 OF 6

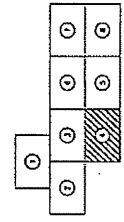
SEE SHEET 4

SEE SHEET 3

SEE SHEET 5



SCALE : 1" = 600'

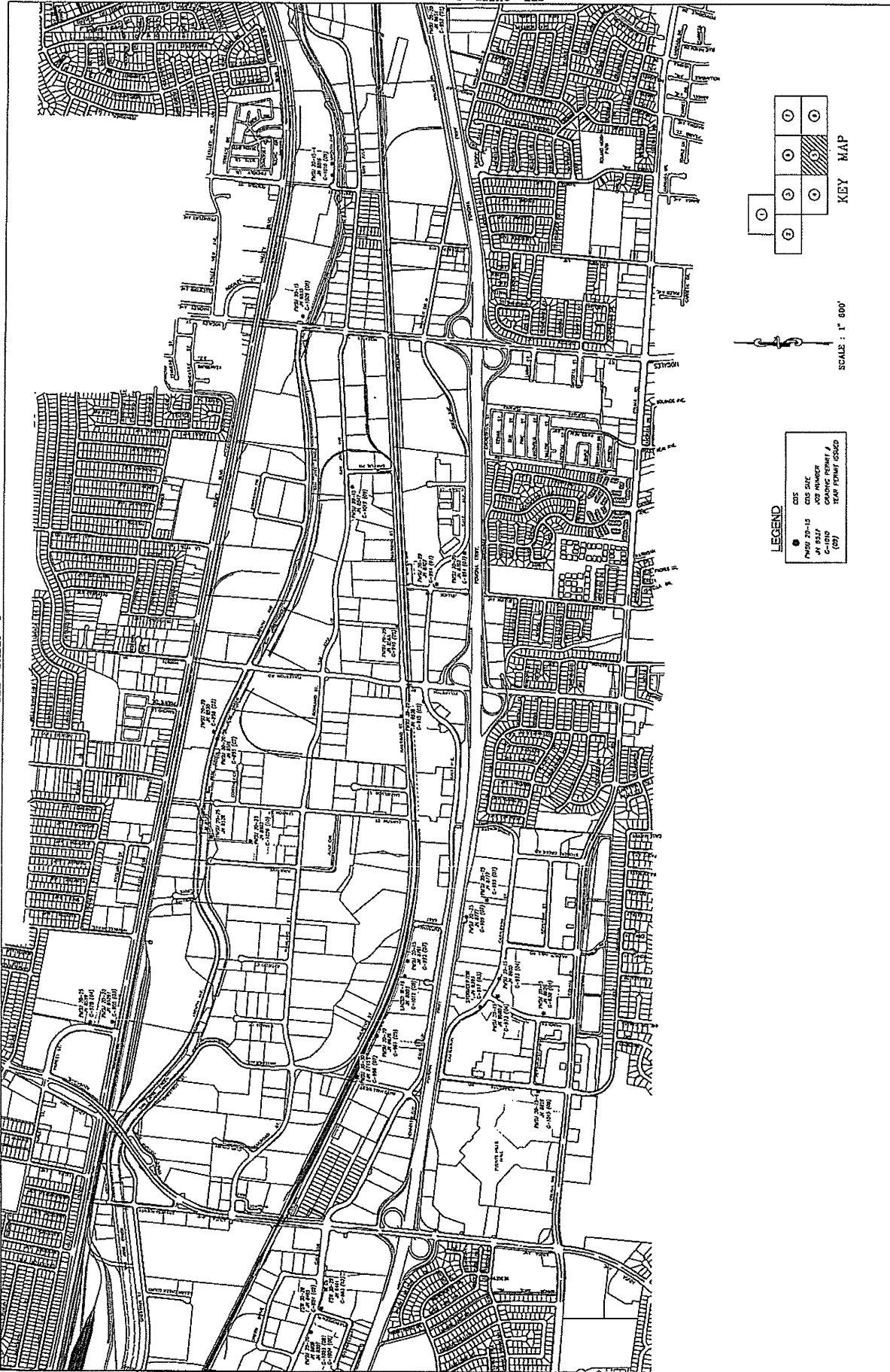


KEY MAP

LEGEND

- CDS
- PAPER 20-15 CDS SIZE
- JN 8337 JOB NUMBER
- CDS 15 CDS 15
- (21) SCALE SYMBOL ASSAY

SEE SHEET 6

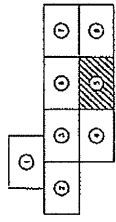


LEGEND

- CDS
- CDS SIZE
- JOB NUMBER
- CDS NUMBER
- YEAR POINT GROUP

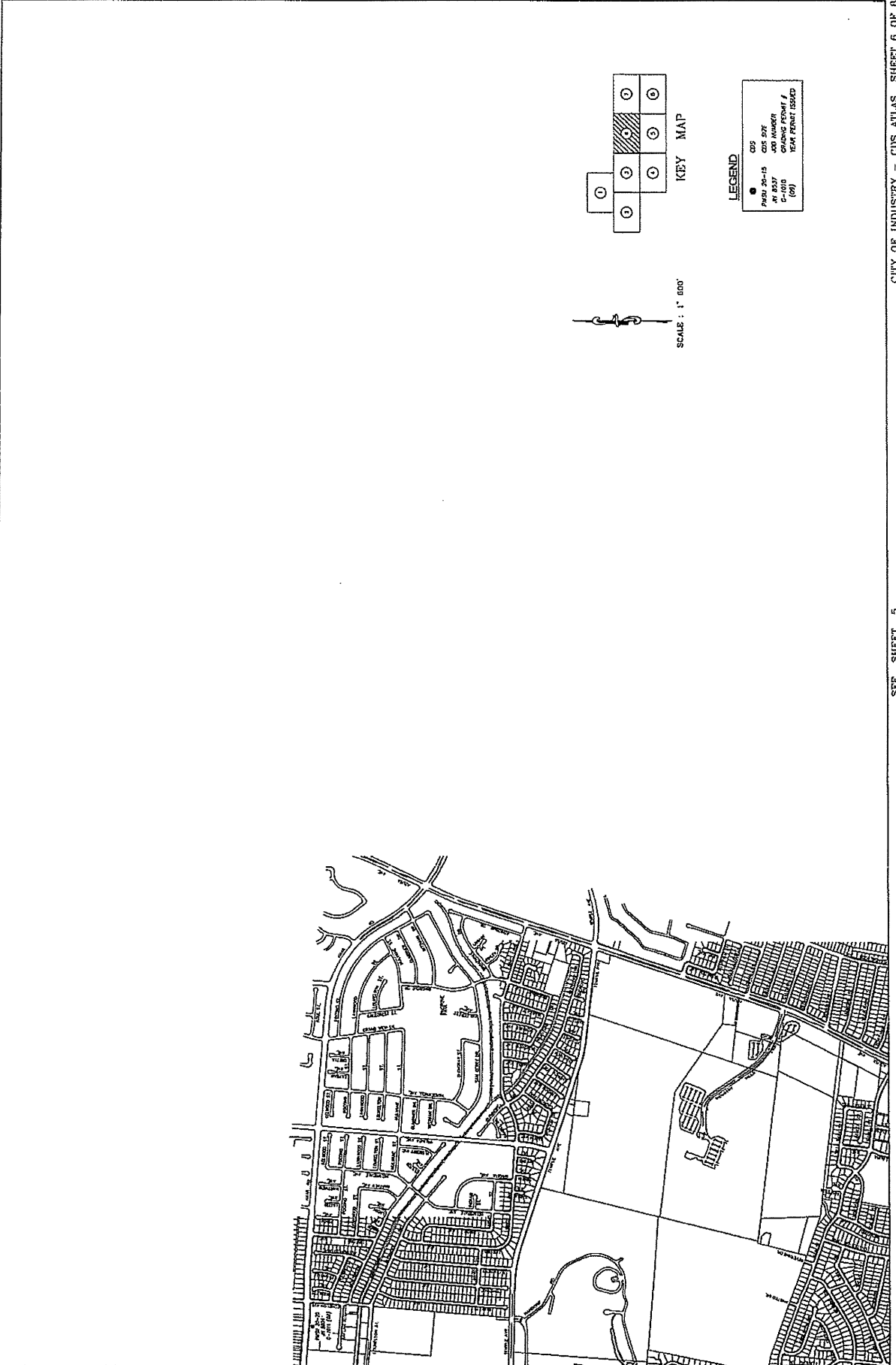


SCALE : 1" = 600'

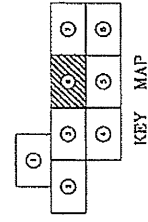


SEP SHEET 4

SEE SHEET 9

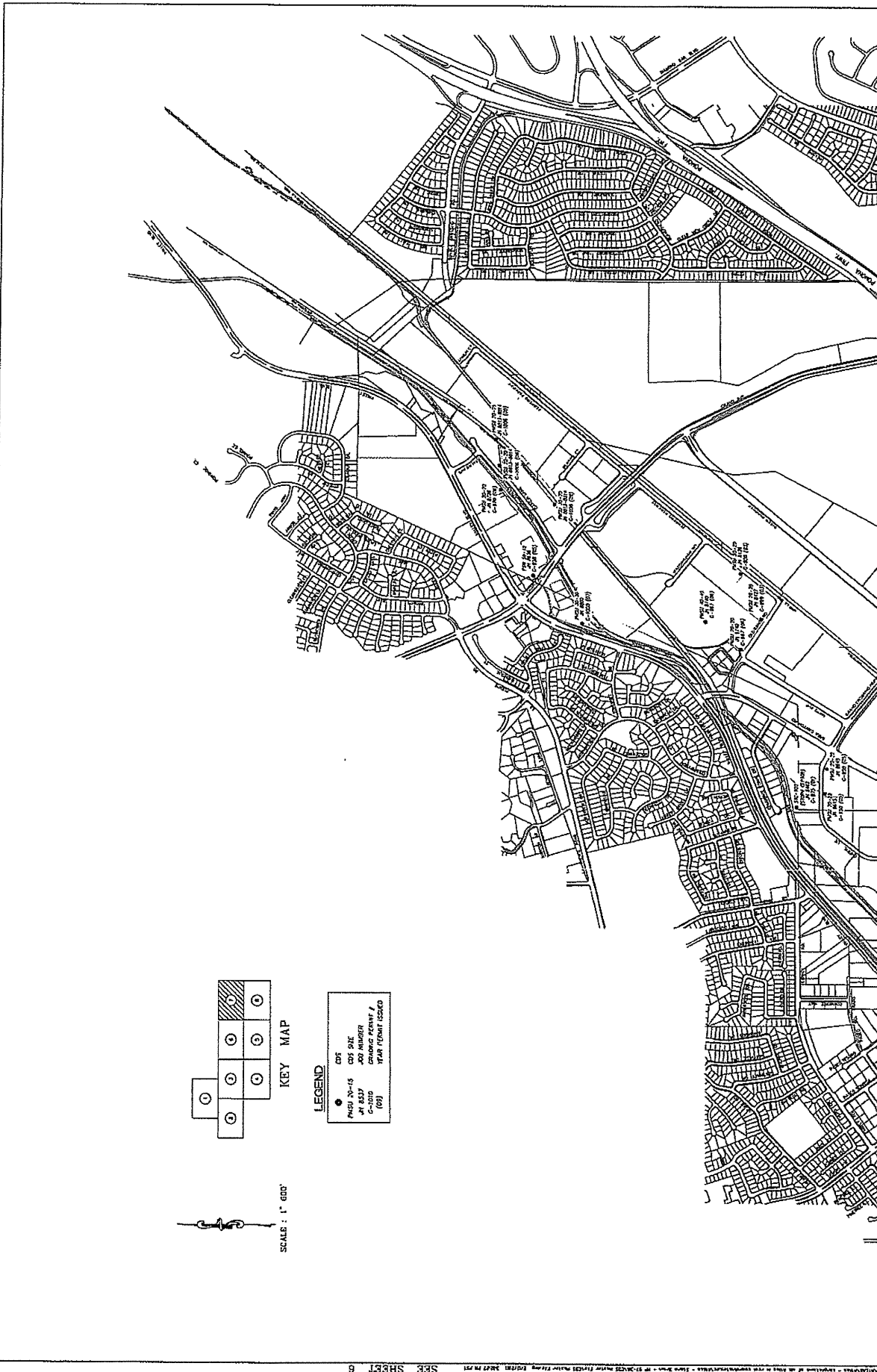


SCALE : 1" = 600'



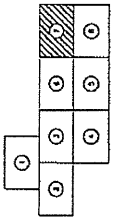
LEGEND

- CDS
- PAPER 20-15
- CDS 507
- AT 1037
- CDS INDEX
- CDS 100
- YEAR PERMIT ISSUED



CITY OF INDUSTRY - CDS ATLAS SHEET 7 OF 8

SEE SHEET 8



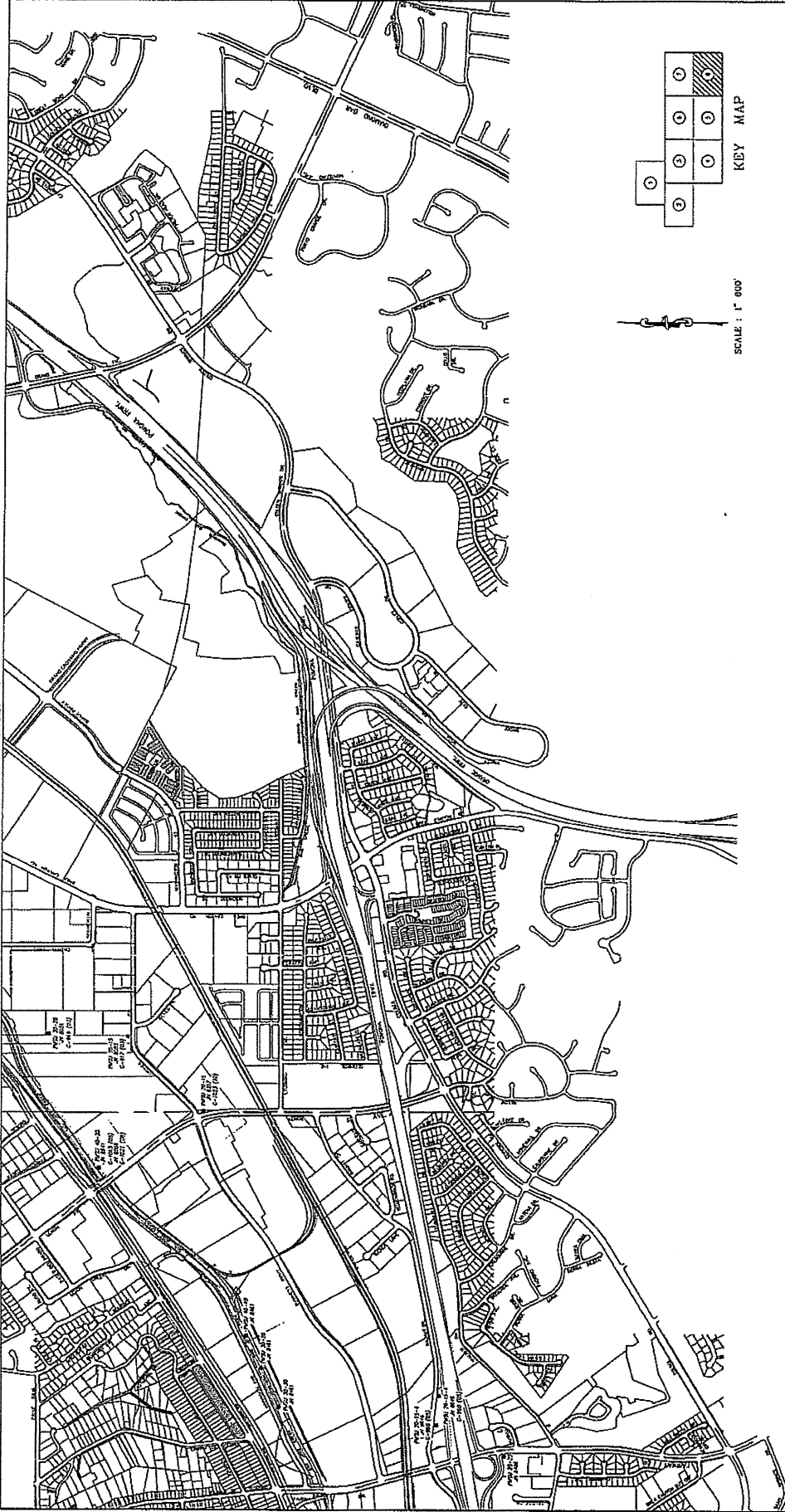
KEY MAP

SCALE : 1" = 600'

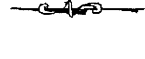
LEGEND

	CDS
	CDP SITE
	INDUSTRIAL
	COMMERCIAL /
	TRAIL / RECREATION

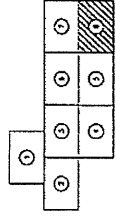
SEE SHEET 7



SEE SHEET 5



SCALE: 1" = 600'



KEY MAP

LEGEND

- CDS
- CDS SITE
- PAVED 27'-45'
- ▨ PAV ASPHALT
- ▧ GRASSY PASTURE /
- ▩ 0-1010
- (09)
- ▬ HIGHWAY RIGHT OF WAY

CITY COUNCIL

ITEM NO. 6.6



CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

MEMORANDUM

TO: The Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager *Paul J. Philips*

Date: August 5, 2015

SUBJECT: Recommended Residency and Age Requirement for Members of the City Planning Commission

The current City of Industry Charter, Municipal Code and various commission/board bylaws are silent regarding a requirement that only City of Industry residents are eligible to serve on the Planning Commission. A review of California cities statewide indicates that currently only two cities accept applications to service on commissions from those that may not reside in the city.

IT IS RECOMMENDED that the City Council adopt Resolution No. CC 2015-22 (attached) requiring that, going forward from the date of the adoption of Resolution No. CC 2015-22, only City of Industry residents age eighteen and above are eligible to serve on the Planning Commission.

RESOLUTION NO. CC 2015-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY REQUIRING THAT AS OF THE DATE OF THE ADOPTION OF RESOLUTION NO. CC 2015-22 ONLY RESIDENTS OF THE CITY OF INDUSTRY, AGE EIGHTEEN AND ABOVE, ARE ELIGIBLE TO SERVE ON A CITY OF INDUSTRY PLANNING COMMISSION

THE CITY COUNCIL OF THE CITY OF INDUSTRY RESOLVES AS FOLLOWS:

SECTION 1. The City Council of the City of Industry determines that it is in the interest of best public policy practices and reflective of a greater dedication to the communities welfare and benefit, that a requirement be established, going forward, that all applicants for a seat on the Planning Commission must first be at least eighteen years of age and also a resident of the City.

SECTION 2. Anyone now serving that does not meet the requirements outlined in Section 1 (above), may continue to serve, unless removed according to guidelines set forth in the City Charter, Municipal Code or commission/board Bylaws.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City of Industry City Council on August 13, 2015.

Mark D. Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

CITY COUNCIL

ITEM NO. 6.7



CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Paul J. Philips, Acting City Manager

BY: Cecelia Dunlap, Deputy City Clerk

DATE: August 4, 2015

SUBJECT: **Consideration of the Designation of a Voting Delegate and Alternate for the Annual Business Meeting (General Assembly) at the League of California Cities 2015 Annual Conference**

The League of California Cities 2015 Annual Conference is scheduled for September 30 through October 2, 2015, in San Jose at the San Jose Convention Center. An important part of the Annual Conference is the Annual Business Meeting (General Assembly), which is scheduled for noon on Friday, October 2, 2015. At the meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate, and may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity. The City has the right to cast one vote on matters pertaining to League policy.

The League requests that each city complete a Voting Delegate/Alternate Form (Attachment A). Once the City Council selects its delegates, the names of those individuals will be included on the form and the Deputy City Clerk may affirm the information reflects the action of the City Council.

It is recommended that the City Council designate a voting delegate and up to two alternates for the League of California Cities 2015 Annual Conference and authorize the Deputy City Clerk to affirm the action of the City Council.

Attachment A: League of California Cities Letter and Voting Delegate/Alternate Form



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2015

May 29, 2015

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 30 – October 2, San Jose**

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

-over-

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures 2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 18, 2015

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247