

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

April 9, 2020
9:00 AM



Mayor Cory C. Moss
Mayor Pro Tem Cathy Marcucci
Council Member Abraham Cruz
Council Member Mark D. Radecki
Council Member Newell Ruggles

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

Addressing the City Council:

NOTICE OF TELEPHONIC MEETING:

- ***Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council shall be held telephonically. Members of the public shall be able to attend the meeting telephonically, and offer public comment by calling the following conference call number: 657-204-3264, and entering the following Conference ID: 362980822#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the IPUC meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, March 24, 2020, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.***

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

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

Americans with Disabilities Act:

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

Agendas and other writings:

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

1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comments
5. **CONSENT CALENDAR**

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

5.1 Consideration of the Register of Demands for April 9, 2020

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

5.2 Second Reading of Ordinance No. 810, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING CHAPTER 13.04 (WATER SERVICE) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE, IN ACCORDANCE WITH SENATE BILL 998.

RECOMMENDED ACTION: Adopt Ordinance No. 810.

6. **ACTION ITEMS**

- 6.1 Consideration of Resolution No. CC 2020-07 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DESIGNATING THE CITY MANAGER, ASSISTANT CITY MANAGER, AND CITY ENGINEER/DIRECTOR OF PUBLIC WORKS AS THE CITY'S AGENTS TO PROVIDE REQUIRED ASSURANCES AND EXECUTE AGREEMENTS FOR THE PURPOSES OF OBTAINING FINANCIAL ASSISTANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR DISASTER AID

RECOMMENDED ACTION: *Adopt Resolution No. CC 2020-07.*

- 6.2 Consideration of a License Agreement with Group OHL North America, for Access to Assessor's Parcel No. 8760-002-908, located at 1146 Nogales Street, on the northeast corner of E. Walnut Drive North and Nogales Street, for temporary staging of construction materials and equipment for work related to the Fairway Drive Grade Separation Project

RECOMMENDED ACTION: *Approve the Agreement.*

- 6.3 Consideration of Change Order No. 2 for Contract No. CITY-1420R, Walnut Drive South Widening and Storm Drain Improvements (IPD 233), with PALP Inc. dba Excel Paving Company

RECOMMENDED ACTION: *Approve Change Order No. 2 and authorize the Mayor to execute the Change Order.*

7. **CITY MANAGER REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. Adjournment. The next regular City Council Meeting will be Thursday, April 23, 2020 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF APRIL 9, 2020**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	3,878,923.22
103	PROP A FUND	12,128.04
120	CAPITAL IMPROVEMENT FUND	755,950.17
TOTAL ALL FUNDS		4,647,001.43

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNT	1,370,390.99
PROP/A	PROP A - CKING ACCOUNT	12,128.04
WFBK	WELLS FARGO - CKING ACCOUNT	3,264,482.40
TOTAL ALL BANKS		4,647,001.43

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA**

April 9, 2020

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
WT1149	03/18/2020		JOHN HANCOCK USA	\$12,291.79
	Invoice	Date	Description	Amount
	1/11-3/6/20	03/16/2020	PARS CONTRIBUTIONS FOR JAN-MAR 2020	\$12,291.79
WT1150	03/19/2020		MIDAMERICA ADMINISTRATIVE &	\$34,830.25
	Invoice	Date	Description	Amount
	APR/MAY2020	03/18/2020	MEDICAL PREMIUM REIMBURSEMENTS	\$34,830.25
WT1151	03/19/2020		CAL-PERS	\$59,768.95
	Invoice	Date	Description	Amount
	APRIL 2020	03/19/2020	CALPERS MEDICAL PREMIUM FOR APRIL 2020	\$59,768.95
24450	03/16/2020		BROOK PROPERTY, INC.	\$3,500.00
	Invoice	Date	Description	Amount
	03/16/20	03/16/2020	PURCHASE OF PROPERTY AT 14438 DON JULIAN RD	\$3,500.00
24451	03/16/2020		CIVIC RECREATIONAL INDUSTRIAL	\$160,000.00
	Invoice	Date	Description	Amount
	3/16/20-A	03/16/2020	TRANSFER FUNDS-CRIA ADDITIONAL FUNDS	\$160,000.00
24452	03/23/2020		CITY OF INDUSTRY	\$1,100,000.00
	Invoice	Date	Description	Amount
	3/23/20	03/23/2020	TRANSFER FUNDS-CITY REGISTER 3/26/20	\$1,100,000.00

CITY OF INDUSTRY
BANK OF AMERICA
April 9, 2020

Check	Date	Payee Name	Check Amount
-------	------	------------	--------------

CITYGEN.CHK - City General

Checks	Status	Count	Transaction Amount
	Total	6	\$1,370,390.99

CITY OF INDUSTRY

PROP A

April 9, 2020

Number	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90165	04/09/2020		CNC ENGINEERING	\$7,683.75
	Invoice	Date	Description	Amount
	500506	03/26/2020	ANNUAL BUS STOP ADA IMPROVEMENTS	\$4,493.75
	500507	03/26/2020	METROLINK STATION-COMMUTER RAIL STATION	\$877.50
	500508	03/26/2020	FULLERTON RD GRADE SEPARATION	\$1,267.50
	500509	03/26/2020	FAIRWAY DR GRADE SEPARATION	\$705.00
	500432	03/12/2020	METROLINK STATION-COMMUTER RAIL STN	\$340.00
90166	04/09/2020		INDUSTRY SECURITY SERVICES	\$4,158.07
	Invoice	Date	Description	Amount
	14-24557	03/27/2020	SECURITY SVC-METROLINK	\$2,077.44
	14-24544	03/20/2020	SECURITY SVC-METROLINK	\$2,080.63
90167	04/09/2020		SO CALIFORNIA EDISON COMPANY	\$139.49
	Invoice	Date	Description	Amount
	2020-00001558	03/24/2020	2/21-3/23/20 SVC - 600 S. BREA CANYON B	\$139.49
90168	04/09/2020		WALNUT VALLEY WATER DISTRICT	\$146.73
	Invoice	Date	Description	Amount
	3604561	03/11/2020	2/01-2/29/20 SVC - IRR-METROLINK STATION SPANISH	\$126.06
	3605466	03/11/2020	1/31-2/28/20 SVC - PLATFORM METROLINK BREA CYN	\$20.67

Check	Status	Count	Transaction Amount
	Total	4	\$12,128.04

CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFER
April 9, 2020

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
WT10021	04/09/2020	SCHLICHTING, DIANE		\$10,365.35
	Invoice	Date	Description	Amount
	4/1-4/30/20	03/24/2020	PER SETTLEMENT AGRMT DATED 8/22/18	\$10,365.35

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

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73286	03/24/2020		WELLS FARGO	\$4,001.68
	Invoice	Date	Description	Amount
	2/3-3/3/20	03/09/2020	CREDIT CARD EXPENSE PE 3/3/20	\$4,001.68
73287	04/09/2020		ARAMARK REFRESHMENT SERVICE,	\$106.62
	Invoice	Date	Description	Amount
	6099247	03/10/2020	COFFEE SVC AND SUPPLIES	\$106.62
73288	04/09/2020		BCM CUSTOMER SERVICE, INC.	\$513.47
	Invoice	Date	Description	Amount
	200427	02/20/2020	REPLACE VALVE-EL ENCANTO	\$513.47
73289	04/09/2020		BIGGS CARDOSA ASSOCIATES, INC.	\$6,178.54
	Invoice	Date	Description	Amount
	78041	02/05/2020	AZUSA AVE BRIDGE REPAINTING	\$6,178.54
73290	04/09/2020		BLAKE AIR CONDITIONING COMPANY	\$1,771.87
	Invoice	Date	Description	Amount
	55649	03/13/2020	REPAIR HEATER-CITY HALL	\$352.87
	M48690	03/19/2020	QTRLY MAINT-CITY HALL	\$1,419.00
73291	04/09/2020		BLUE OCEAN MEDIA	\$315.00
	Invoice	Date	Description	Amount
	20-2/7-WT-001	02/25/2020	REPAIR PODIUM AUDIO-HOMESTEAD	\$315.00
73292	04/09/2020		BRYAN PRESS	\$2,455.21

**CITY OF INDUSTRY
WELLS FARGO BANK**

April 9, 2020

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	0083152	03/12/2020	BUSINESS CARDS-B PEREZ, M. HERNANDEZ, & V.	\$120.98
	0083090	03/05/2020	BUSINESS CARDS-TRIU E	\$44.33
	0083045	03/05/2020	NOTICE OF PARKING VIOLATIONS	\$2,289.90
73293	04/09/2020		CALVO, ELISE	\$252.20
	Invoice	Date	Description	Amount
	3/30/2020	03/30/2020	REIMBURSEMENT-ACCESSORIES FOR SURFACE PRO	\$252.20
73294	04/09/2020		CASC ENGINEERING AND	\$7,727.20
	Invoice	Date	Description	Amount
	0041874	02/29/2020	MITIGATED MONITORING-20701 CURRIER RD	\$7,727.20
73295	04/09/2020		CHAD'S PROFESSIONAL CLEANING	\$4,371.00
	Invoice	Date	Description	Amount
	110	02/25/2020	CARPET CLEANING-CITY HALL	\$4,371.00
73296	04/09/2020		CINTAS CORPORATION LOC 693	\$113.16
	Invoice	Date	Description	Amount
	4046035803	03/23/2020	DOOR MATS	\$56.58
	4045384002	03/16/2020	DOOR MATS	\$56.58
73297	04/09/2020		CITY OF INDUSTRY	\$4,532.71
	Invoice	Date	Description	Amount
	2020-00000054	02/29/2020	IH FUEL PUMP-CITY HALL VEHICLES	\$701.57
	2020-00000047	01/31/2020	IH FUEL PUMP-CITY HALL VEHICLES	\$723.28
	2020-00000049	01/31/2020	IH FUEL PUMP-SECURITY VEHICLES	\$1,662.40

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2020-00000052	02/29/2020	IH FUEL PUMP-SECURITY VEHICLES	\$1,445.46
73298	04/09/2020		CITY OF INDUSTRY-PAYROLL ACCT	\$250,000.00
	Invoice	Date	Description	Amount
	P/R PE 3/20/20	03/24/2020	REPLENISH PAYROLL FOR PE 3/20/20	\$250,000.00
73299	04/09/2020		CNC ENGINEERING	\$203,192.71
	Invoice	Date	Description	Amount
	500458	03/26/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$37,532.50
	500459	03/26/2020	AVALON ROOM DESIGN	\$5,970.00
	500460	03/26/2020	SITE PLAN FOR COUNTY SHERIFF TRAILER	\$4,492.50
	500462	03/26/2020	CATCH BASIN RETROFITS	\$1,220.00
	500463	03/26/2020	SEWER DESIGN EXPO CENTER	\$4,950.00
	500464	03/26/2020	FULLERTON RD PCC	\$1,695.00
	500465	03/26/2020	ANNUAL PAVEMENT REHABILITATION	\$2,430.00
	500466	03/26/2020	ANNUAL SLURRY SEAL FY 2019	\$635.00
	500467	03/26/2020	RESURFACING OF DON JULIAN RD	\$20,590.00
	500468	03/26/2020	STARHILL LN/3RD AVE WATERLINE	\$2,967.50
	500469	03/26/2020	DON JULIAN/BASETDALE WATERLINE	\$3,127.50
	500470	03/26/2020	GENERAL ENGINEERING-TRAFFIC	\$4,602.50
	500471	03/26/2020	GENERAL ENGINEERING-PLAN APPROVAL	\$11,190.00
	500472	03/26/2020	GENERAL ENGINEERING-COUNTER SERVICE	\$2,987.50
	500473	03/26/2020	GENERAL ENGINEERING-PERMITS	\$27,287.50
	500474	03/26/2020	WALNUT DR SOUTH WIDENING	\$952.50
	500475	03/26/2020	ARENTH AVE RECONSTRUCTION	\$2,230.00
	500476	03/26/2020	CITY HALL ROOF RESTORATION	\$2,350.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
500477	03/26/2020	GENERAL ENGINEERING 3/9-3/22/20	\$51,221.49
500480	03/26/2020	EXPO CENTER STANDARDS OF FACILITIES MAINT	\$4,918.72
500481	03/26/2020	PAVILION UPGRADES	\$1,170.00
500490	03/26/2020	PAINT EVALUATION OF WROUGHT IRON FENCE	\$7,990.00
500491	03/26/2020	INDUSTRY HILLS FUEL TANK DISPENSING	\$682.50
73300	04/09/2020	CNC ENGINEERING	\$94,028.75
Invoice	Date	Description	Amount
500461	03/26/2020	EL ENCANTO IMPROVEMENTS	\$1,910.00
500478	03/26/2020	NPDES STORM WATER	\$3,090.00
500479	03/26/2020	TONNER CYN PROPERTY	\$590.00
500482	03/26/2020	CIWS MGMT-PUENTE BASIN WATERMASTER ISSUES	\$170.00
500483	03/26/2020	VARIOUS CITY PAID EXPENSES FOR TRES	\$2,090.00
500484	03/26/2020	CITY HALL MAINT	\$11,275.00
500485	03/26/2020	HOMESTEAD MUSEUM IMPROVEMENTS	\$4,215.00
500486	03/26/2020	SAFETY UPGRADES AT VARIOUS RR CROSSINGS	\$682.50
500487	03/26/2020	EL ENCANTO HVAC PRESERVATION (MAINT)	\$50.00
500488	03/26/2020	SAN JOSE AVE RECONSTRUCTION	\$1,560.00
500489	03/26/2020	TRAFFIC SIGNAL-NELSON AND SUNSET	\$280.00
500492	03/26/2020	605 FREEWAY AND VALLEY BLVD INTERCHANGE	\$1,170.00
500493	03/26/2020	AZUSA AVE BRIDGE REPAINTING	\$3,795.00
500494	03/26/2020	FISCAL YEAR BUDGET	\$4,990.00
500495	03/26/2020	BUSINESS PKY PCC PAVEMENT	\$5,070.00
500496	03/26/2020	AZUSA AVE/TEMPLE AVE MODIFICATION	\$3,812.50
500497	03/26/2020	FOLLOWS CAMP PROPERTY	\$5,017.50
500498	03/26/2020	RESURFACING VALLEY BLVD	\$4,502.50

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	500499	03/26/2020	VARIOUS ASSIGNMENTS RELATED TO SA	\$845.00
	500500	03/26/2020	NELSON AVE/PUENTE AVE WIDENING	\$195.00
	500501	03/26/2020	ARENTH AVE RECONSTRUCTION	\$2,575.00
	500502	03/26/2020	CARTEGRAPH MGMT	\$22,880.00
	500503	03/26/2020	HOMESTEAD MUSEUM UPGRADES	\$9,415.00
	500504	03/26/2020	GRAND AVE BRIDGE WIDENING	\$170.00
	500505	03/26/2020	TURNBULL CYN RD GRADE SEPARATION	\$3,678.75
73301	04/09/2020		CONSILIO, LLC	\$1,700.90
	Invoice	Date	Description	Amount
	INV126684	02/29/2020	DOCUMENT MGMT-FEB 2020	\$1,700.90
73302	04/09/2020		CONSOLIDATED ELECTRICAL	\$5,091.75
	Invoice	Date	Description	Amount
	3301-530141	03/19/2020	MATERIAL TO REPLACE BOLLARDS-HOMESTEAD	\$5,091.75
73303	04/09/2020		COUNTY OF LA DEPT OF PUBLIC	\$67,450.67
	Invoice	Date	Description	Amount
	PW-20030904303	03/09/2020	PERMIT CONSTRUCTION INSPECTION	\$142.56
	PW-20030904323	03/09/2020	STORM DAMAGE RESPONSE	\$236.79
	PW-20030904326	03/09/2020	LITTER/DEBRIS REMOVAL	\$250.74
	PW-20030904327	03/09/2020	PAVEMENT PATCHING	\$12,261.61
	PW-20030904328	03/09/2020	STREET MAINT/INSPECTION	\$4,042.52
	PW-20030904329	03/09/2020	EMERGENCY ROAD SERVICE	\$1,774.60
	PW-20030904352	03/09/2020	RETROFIT OF (46) CATCH BASINS	\$153.47
	PW-20030904371	03/09/2020	INSTALL STRIPING AND PAVEMENT MARKINGS	\$44,752.14

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	PW-20030904372	03/09/2020	REVIEW DESIGN PLANS	\$2,664.38
	PW-20030904380	03/09/2020	TRAFFIC MARKING SVC-HURLEY AT @ AZUSA	\$1,171.86
73304	04/09/2020		CSI SERVICES, INC.	\$2,710.00
	Invoice	Date	Description	Amount
	9656	03/06/2020	WROUGHT IRON FENCING-TEMPLE/AZUSA	\$2,710.00
73305	04/09/2020		DAPEER, ROSENBLIT, AND LITVAK,	\$7,497.21
	Invoice	Date	Description	Amount
	17051	02/29/2020	SPECIALIZED LEGAL SVC-FEB 2020	\$2,222.00
	17052	02/29/2020	SPECIALIZED LEGAL SVC-FEB 2020	\$4,202.00
	17050	02/29/2020	GENERAL CODE ENFORCEMENT-FEB 2020	\$1,073.21
73306	04/09/2020		DEPT OF ANIMAL CARE & CONTROL	\$2,475.98
	Invoice	Date	Description	Amount
	3/25/20	03/25/2020	SHELTER COST-FEB 2020	\$2,475.98
73307	04/09/2020		DIAMOND BAR ELECTRIC, INC.	\$2,203.13
	Invoice	Date	Description	Amount
	15864	03/17/2020	RELOCATING SWITCHES-CITY HALL	\$2,203.13
73308	04/09/2020		EL ENCANTO HEALTHCARE	\$404,270.64
	Invoice	Date	Description	Amount
	03/26/2020	03/26/2020	FINANCIAL ASSISTANCE FY 19/20-EL ENCANTO	\$404,270.64
73309	04/09/2020		ENVIRONS, INC.	\$6,465.67

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	3389	03/24/2020	RECYCLED WATER CONVERSION-HOMESTEAD	\$6,465.67
73310	04/09/2020		FEDERAL EXPRESS CORP.	\$415.36
	Invoice	Date	Description	Amount
	6-956-12734	03/13/2020	MESSENGER SVC	\$415.36
73311	04/09/2020		FIDELITY SECURITY LIFE	\$1,299.08
	Invoice	Date	Description	Amount
	164282003	03/22/2020	VISION PREMIUM FOR APRIL 2020	\$1,299.08
73312	04/09/2020		FRAZER, LLP	\$8,936.00
	Invoice	Date	Description	Amount
	165468	02/29/2020	SA-PROF SVC FOR FEB 2020	\$3,160.00
	165467	02/29/2020	COI-PROF SVC FOR FEB 2020	\$5,776.00
73313	04/09/2020		FRED PRYOR SEMINARS	\$1,531.00
	Invoice	Date	Description	Amount
	5497986	03/18/2020	SEMINAR FEES-BERTHA PEREZ	\$1,531.00
73314	04/09/2020		FRONTIER	\$331.50
	Invoice	Date	Description	Amount
	2020-00001513	03/16/2020	3/16-4/15/20 SVC-BREA CYN PUMP STN	\$76.98
	2020-00001514	03/19/2020	3/19-4/18/20 SVC-23400 E FORK AZUSA 91702	\$72.57
	2020-00001515	03/16/2020	3/16-4/15/20 SVC-PH AUTO PLAZA	\$181.95

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73315	04/09/2020		GONSALVES & SON, JOE A.	\$10,000.00
	Invoice	Date	Description	Amount
	158103	03/19/2020	LEGISLATIVE SVC-MAR 2020	\$10,000.00
73316	04/09/2020		GOVERNMENT FINANCE OFFICERS	\$160.00
	Invoice	Date	Description	Amount
	0223002	03/04/2020	MEMBERSHIP-YAMINI PATHAK	\$160.00
73317	04/09/2020		GRAND CENTRAL RECYCLING &	\$176.66
	Invoice	Date	Description	Amount
	3929795	02/29/2020	SOLID WASTE-CITY HALL	\$176.66
73318	04/09/2020		HADDICK'S AUTO BODY	\$3,173.67
	Invoice	Date	Description	Amount
	048150	03/12/2020	AUTO MAINT-LIC 1210025	\$556.49
	048151	03/12/2020	AUTO MAINT-LIC 1370863	\$1,466.49
	048152	03/12/2020	AUTO MAINT-LIC 1282752	\$492.06
	048153	03/12/2020	AUTO MAINT-LIC 1094930	\$658.63
73319	04/09/2020		HISTORICAL RESOURCES, INC.	\$60,525.70
	Invoice	Date	Description	Amount
	03/26/20-A	03/26/2020	REIMBURSE FOR OFFICE SUPPLIES	\$245.31
	03/26/20	03/26/2020	AGRMT REIMBURSEMENT FOR MAR 2020	\$60,280.39
73320	04/09/2020		HUMANA INSURANCE COMPANY	\$7,135.88
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	389690672	03/13/2020	DENTAL PREMIUM FOR APRIL 2020	\$7,135.88
73321	04/09/2020		INDEPENDENT ROOFING	\$1,500.00
	Invoice	Date	Description	Amount
	0073882	03/19/2020	ROOF INSPECTION-CITY HALL	\$1,500.00
73322	04/09/2020		INDUSTRY SECURITY SERVICES	\$20,188.08
	Invoice	Date	Description	Amount
	14-24538	03/20/2020	SECURITY SVC-VARIOUS CITY SITES	\$10,094.04
	14-24551	03/27/2020	SECURITY SVC-VARIOUS CITY SITES	\$10,094.04
73323	04/09/2020		INDUSTRY SECURITY SERVICES	\$29,166.24
	Invoice	Date	Description	Amount
	14-24534	03/20/2020	SECURITY SVC 3/13-3/19/20	\$14,583.12
	14-24547	03/27/2020	SECURITY SVC 3/20-3/26/20	\$14,583.12
73324	04/09/2020		INDUSTRY TIRE SERVICE	\$350.28
	Invoice	Date	Description	Amount
	293883	03/17/2020	REPLACE TIRE-BACKHOE	\$350.28
73325	04/09/2020		J. G. TUCKER & SON, INC.	\$4,498.20
	Invoice	Date	Description	Amount
	12964	02/27/2020	STORMWATER COMPLIANCE SUPPLIES	\$4,498.20
73326	04/09/2020		JANUS PEST MANAGEMENT	\$8,925.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
220696	03/02/2020	RODENT SVC-15252 STAFFORD (HELIPAD)	\$300.00
219702	02/03/2020	PEST SVC-	\$896.00
220579	02/14/2020	PEST SVC-IMC	\$145.00
219581	01/10/2020	PEST SVC-IMC	\$145.00
220694	03/02/2020	PEST SVC-15400 STAFFORD (HELIPAD)	\$972.00
219708	02/03/2020	PEST SVC-15252 STAFFORD (HELIPAD)	\$300.00
219706	02/03/2020	PEST SVC-15400 STAFFORD ST (HELIPAD)	\$972.00
220675	02/20/2020	PEST SVC-OLD BREA CYN RD	\$168.00
219688	01/15/2020	PEST SVC-OLD BREA CYN RD	\$168.00
219583	01/10/2020	PEST SVC-15559 RAUSCH RD (POST OFFICE)	\$85.00
220581	02/14/2020	PEST SVC-15559 RAUSCH RD (POST OFFICE)	\$85.00
220580	02/14/2020	PEST SVC-15660 STAFFORD (YAL)	\$85.00
219582	01/10/2020	PEST SVC-15660 STAFFORD (YAL)	\$85.00
220949	03/01/2020	PEST SVC-HOMESTEAD	\$580.00
219954	02/01/2020	PEST SVC-HOMESTEAD	\$580.00
218951	01/01/2020	PEST SVC-HOMESTEAD	\$580.00
219580	01/10/2020	PEST SVC-CITY HALL	\$145.00
220578	02/14/2020	PEST SVC-CITY HALL	\$290.00
220690	03/02/2020	RODEN SVC-CHESTNUT/ANAHEIM	\$896.00
218564	01/02/2020	PEST SVC-TONNER CYN	\$441.00
220511	03/02/2020	PEST SVC-TONNER CYN	\$566.00
219566	02/03/2020	PEST SVC-TONNER CYN	\$441.00
73327	04/09/2020	JEFF PARRIOTT PHOTOGRAPHIC	\$4,200.00
Invoice	Date	Description	Amount
00607	03/23/2020	PROF SVC-HOMESTEAD	\$4,200.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73328	04/09/2020		JMDiaz, Inc.	\$140.00
	Invoice	Date	Description	Amount
	039 (20-033)	02/29/2020	STAFF AUGMENTATION-FEB 2020	\$140.00
73329	04/09/2020		KZAB ENGINEERS, INC.	\$10,000.00
	Invoice	Date	Description	Amount
	TURBULLGS2020001	03/17/2020	TONNER CYN RD-GRADE SEPARATION	\$10,000.00
73330	04/09/2020		L A COUNTY DEPT OF PUBLIC	\$413.06
	Invoice	Date	Description	Amount
	IN200000701	03/12/2020	ACCIDENT-SUNSET AVE @ VALLEY BLVD	\$413.06
73331	04/09/2020		L A COUNTY SHERIFF'S	\$898,511.69
	Invoice	Date	Description	Amount
	202874AL	03/11/2020	SHERIFF CONTRACT-FEB 2020	\$898,511.69
73332	04/09/2020		LA PUENTE VALLEY COUNTY	\$572.96
	Invoice	Date	Description	Amount
	BS;01/20	01/22/2020	WATER MONITORING-BOY SCOUTS RESERVE	\$286.48
	BS;03/20	03/18/2020	WATER MONITORING-BOY SCOUTS RESERVE	\$286.48
73333	04/09/2020		LETNER ROOFING CO.	\$57,054.11
	Invoice	Date	Description	Amount
	#1CITY-1454	04/01/2020	CITY HALL ROOF RESTORATION	\$60,056.96

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73334	04/09/2020		LOCKE LORD LLP	\$59,677.83
	Invoice	Date	Description	Amount
	1562806	03/10/2020	LEGAL SVC-FEB 2020	\$59,677.83
73335	04/09/2020		LOCKS PLUS, INC.	\$235.00
	Invoice	Date	Description	Amount
	34252	02/06/2020	REKEY DOOR-EL ENCANTO	\$235.00
73336	04/09/2020		LUIS A. SOLORZANO	\$2,375.00
	Invoice	Date	Description	Amount
	COI-01032020	03/30/2020	COI COMMERATIVE COIN DESIGN	\$2,375.00
73337	04/09/2020		MARTIN SCHERER ELECTRIC, INC.	\$3,375.00
	Invoice	Date	Description	Amount
	2918	03/19/2020	ELECTRICAL REPAIR-SHERRY WOOD'S HOME	\$3,375.00
73338	04/09/2020		MEAD AND HUNT, INC.	\$3,350.00
	Invoice	Date	Description	Amount
	300647	03/12/2020	CHINO RANCH #2 INUNDATION AND EAP	\$3,350.00
73339	04/09/2020		MERRITT'S ACE HARDWARE	\$130.23
	Invoice	Date	Description	Amount
	116507	01/30/2020	MISC SUPPLIES-HOMESTEAD	\$46.81
	116539	02/03/2020	MISC SUPPLIES-HOMESTEAD	\$8.79
	117221	03/18/2020	MISC SUPPLIES-HOMESTEAD	\$74.63

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73340	04/09/2020		MR PLANT & INTERIOR BOTANICAL	\$770.00
	Invoice	Date	Description	Amount
	APR 14805	04/01/2020	PLANT MAINT-APR 2020	\$770.00
73341	04/09/2020		MUTUAL OF OMAHA	\$5,480.54
	Invoice	Date	Description	Amount
	1070942564	04/01/2020	LIFE INSURANCE PREMIUM FOR APRIL 2020	\$5,480.54
73342	04/09/2020		NEW HORIZONS CAREGIVERS	\$3,034.75
	Invoice	Date	Description	Amount
	03/23/2020	03/23/2020	PROVIDE FOOD SUPPLIES FOR HLPUSD EQUITY &	\$3,034.75
73343	04/09/2020		NEXTIVA, INC.	\$1,598.54
	Invoice	Date	Description	Amount
	28093075624	03/28/2020	CITY HALL PHONE SVC	\$1,598.54
73344	04/09/2020		OLMOS PROFESSIONAL SERVICES	\$8,782.00
	Invoice	Date	Description	Amount
	352	03/31/2020	JANITORIAL SVC-15660 STAFFORD (YAL)	\$1,815.00
	351	03/31/2020	JANITORIAL SVC-IBC	\$1,467.00
	353	03/31/2020	JANITORIAL SVC-CITY HALL	\$5,500.00
73345	04/09/2020		ORANGE COUNTY PUBLIC WORKS	\$2,110.34
	Invoice	Date	Description	Amount
	CERT#COC20202-01	03/24/2020	APP/PLAN FEES-CERT OF COMPLIANCE PARCEL #308-	\$2,110.34
73346	04/09/2020		OWEN GROUP LIMITED	\$64,800.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	5739	03/18/2020	ADA EVALUATION & TRANSITION PLAN	\$39,252.50
	5674	02/20/2020	ADA EVALUATION & TRANSITION PLAN	\$25,547.50
73347	04/09/2020		PACIFIC UTILITY INSTALLATION	\$7,004.50
	Invoice	Date	Description	Amount
	21341	03/20/2020	CITY'S STREETLIGHT SYSTEM	\$2,988.00
	21344	03/20/2020	CITY'S STREETLIGHT SYSTEM	\$1,287.00
	21343	03/20/2020	CITY'S STREETLIGHT SYSTEM	\$1,195.00
	21342	03/20/2020	CITY'S STREETLIGHT SYSTEM	\$1,534.50
73348	04/09/2020		PADILLA, YVETTE	\$1,469.00
	Invoice	Date	Description	Amount
	FALL19/SPRING20	03/24/2020	REIMBURSE FOR TUITION AT RIO HONDO COLLEGE	\$1,469.00
73349	04/09/2020		PARS	\$600.00
	Invoice	Date	Description	Amount
	45143	03/12/2020	ARS FEES-JAN 2020	\$300.00
	45046	03/11/2020	REP FEES-JAN 2020	\$300.00
73350	04/09/2020		PERFORMING ART FLOORING, INC.	\$1,670.00
	Invoice	Date	Description	Amount
	20106-1	03/11/2020	REPLACE FLOORING IN BREAKROOMS (2ND FLOOR)-	\$1,670.00
73351	04/09/2020		PLACEWORKS	\$9,554.65
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	71524	02/29/2020	PENSKE DEALERSHIP	\$637.30
	71525	02/29/2020	CEQA FOR BILLBOARD-19465 WALNUT AVE	\$8,917.35
73352	04/09/2020		RESCUE ROOTER	\$901.00
	Invoice	Date	Description	Amount
	2962474	01/28/2020	CLEAN-OUT KITCHEN DRAIN LINE-EL ENCANTO	\$901.00
73353	04/09/2020		RICOH USA, INC.	\$568.58
	Invoice	Date	Description	Amount
	33202226	03/14/2020	COPIER LEASE-TREASURY	\$252.66
	33201812	03/14/2020	COPIER LEASE-ENGINEERING	\$289.36
	5059075324	03/12/2020	METER READING-TREASURY	\$26.56
73354	04/09/2020		SAGE PUBLICATIONS, INC.	\$163.00
	Invoice	Date	Description	Amount
	03/12/2020	03/12/2020	MEMBERSHIP-HOMESTEAD	\$163.00
73355	04/09/2020		SAN GABRIEL VALLEY	\$720.00
	Invoice	Date	Description	Amount
	COI032520M	03/25/2020	LANDSCAPE SVC-TRAIL MAINT	\$720.00
73356	04/09/2020		SAN GABRIEL VALLEY WATER CO.	\$1,060.48
	Invoice	Date	Description	Amount
	2020-00001516	03/17/2020	2/13-3/16/20 SVC-14329 VALLEY	\$198.94
	2020-00001517	03/18/2020	2/14-3/17/20 SVC-336 EL ENCANTO	\$46.23
	2020-00001518	03/13/2020	2/11-3/12/20 SVC-132 IRRG PUENTE	\$389.63

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2020-00001519	03/13/2020	2/11-3/12/20 SVC -13756 VALLEY	\$187.02
	2020-00001520	03/13/2020	2/11-3/12/20 SVC-123 IRRG WORKMAN MILL	\$238.66
73357	04/09/2020		SATSUMA LANDSCAPE & MAINT.	\$117,303.79
	Invoice	Date	Description	Amount
	0320TA	03/30/2020	LANDSCAPE SVC-TEMPLE & AZUSA	\$38,080.73
	0320XROADS	03/30/2020	LANDSCAPE SVC-CROSSROADS PLY NORTH &	\$35,915.20
	0320CH	03/30/2020	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$43,307.86
73358	04/09/2020		SCS FIELD SERVICES	\$13,845.00
	Invoice	Date	Description	Amount
	0372689	02/29/2020	INDUSTRY HILLS MAINT-LANDFILL GAS SYSTEM	\$13,845.00
73359	04/09/2020		SHAWNAN	\$412,105.78
	Invoice	Date	Description	Amount
	#6EXPO-1	03/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$198,575.56
	#6EXPO-51	03/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$800.00
	#6EXPO-102	03/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$165,500.00
	#6EXPO-152	03/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$68,920.00
73360	04/09/2020		AMERICAN BUSINESS BANK	\$21,689.78
	Invoice	Date	Description	Amount
	#6EXPO-1-R	03/01/2020	RETENTION-RESURFACING DESIGN EXPO PARKING	\$9,928.78
	#6EXPO-51-R	03/01/2020	RETENTION-RESURFACING DESIGN EXPO PARKING	\$40.00
	#6EXPO-102-R	03/01/2020	RETENTION-RESURFACING DESIGN EXPO PARKING	\$8,275.00
	#6EXPO-152-R	03/01/2020	RETENTION-RESURFACING DESIGN EXPO PARKING	\$3,446.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73361	04/09/2020		SO CALIFORNIA EDISON COMPANY	\$59,053.14
	Invoice	Date	Description	Amount
	2020-00001522	03/10/2020	2/5-3/5/20 SVC - 133 N. AZUSA AVE	\$153.03
	2020-00001524	03/12/2020	1/08-3/9/20 SVC - VARIOUS SITES	\$853.96
	2020-00001525	03/13/2020	2/11-3/12/20 SVC - 490 7TH U	\$63.40
	2020-00001526	03/12/2020	2/10-3/11/20 SVC - 575 BALDWIN PARK BLVD U	\$66.17
	2020-00001527	03/19/2020	10/10-3/01/20 SVC - VARIOUS SITES	\$41,682.41
	2020-00001528	03/19/2020	2/01-3/01/20 SVC - VARIOUS SITES	\$4,781.98
	2020-00001529	03/19/2020	2/18-3/18/20 SVC - 900 NOGALES U	\$32.66
	2020-00001530	03/18/2020	2/14-3/17/20 SVC - 1341 FULLERTON RD	\$93.16
	2020-00001531	03/19/2020	2/14-3/17/20 SVC - VARIOUS SITES	\$1,363.43
	2020-00001532	03/18/2020	2/14-3/17/20 SVC - PECK RD S/O PELISIER	\$26.87
	2020-00001533	03/19/2020	2/14-3/17/20 SVC - VARIOUS SITES	\$72.15
	2020-00001534	03/18/2020	2/14-3/17/20 SVC - 17635 GALE AVE	\$1,397.27
	2020-00001535	03/19/2020	2/14-3/17/20 SVC - VARIOUS SITES	\$5,368.98
	2020-00001548	03/24/2020	2/21-3/23/20 SVC - 580 BREA CANYON RD	\$11.40
	2020-00001549	03/21/2020	2/20-3/20/20 SVC - VARIOUS SITES	\$110.89
	2020-00001550	03/24/2020	2/21-3/23/20 SVC - 1007 LAWSON ST TC1	\$46.86
	2020-00001551	03/24/2020	2/21-3/23/20 SVC - 21380 VALLEY PED	\$10.76
	2020-00001552	03/24/2020	2/21-3/23/20 SVC - 575 S. BREA CANYON	\$11.50
	2020-00001553	03/19/2020	2/14-3/17/20 SVC - VARIOUS SITES	\$2,906.26
73362	04/09/2020		SO CALIFORNIA EDISON COMPANY	\$50.77
	Invoice	Date	Description	Amount
	2020-00001523	03/18/2020	2/14-3/17/20 SVC - 19001 TONNER CANYON RD	\$50.77

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73363	04/09/2020		SOCALGAS	\$32.29
	Invoice	Date	Description	Amount
	2020-00001521	03/18/2020	2/13-3/16/20 SVC-610 S BREA CANYON	\$16.89
	2020-00001547	03/24/2020	2/20-3/20/20 SVC - 13756 VALLEY BLVD	\$15.40
73364	04/09/2020		SPARKLETTS	\$288.41
	Invoice	Date	Description	Amount
	17165913 031320	03/13/2020	WATER DELIVERY	\$78.95
	16916898 031320	03/13/2020	WATER DELIVERY	\$209.46
73365	04/09/2020		SQUARE ROOT GOLF & LANDSCAPE,	\$168,316.49
	Invoice	Date	Description	Amount
	1478ELHM	03/27/2020	LANDSCAPE SVC-VARIOUS CITY SITES	\$10,763.20
	1479ELHM	03/27/2020	LANDSCAPE SVC-EL ENCANTO	\$9,597.89
	1481H-1	03/27/2020	GRAFFITI REMOVAL	\$1,980.35
	1481H	03/27/2020	LANDSCAPE SVC-VARIOUS CITY SITES	\$127,823.71
	1480ELHM	03/27/2020	LANDSCAPE SVC-HOMESTEAD	\$18,151.34
73366	04/09/2020		STAPLES BUSINESS ADVANTAGE	\$1,554.53
	Invoice	Date	Description	Amount
	8057841281	03/14/2020	OFFICE SUPPLIES	\$1,554.53
73367	04/09/2020		SUBURBAN WATER SYSTEMS	\$50.42
	Invoice	Date	Description	Amount
	180071031404	03/24/2020	2/25-3/24/20 SVC - 205 HUDSON AVE	\$50.42

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73368	04/09/2020		SURETECK, INC.	\$1,864.11
	Invoice	Date	Description	Amount
	2-2020-395	03/04/2020	ON-CALL MAINT-CITY HALL	\$1,864.11
73369	04/09/2020		SYNCHRONY BANK/AMAZON	\$855.00
	Invoice	Date	Description	Amount
	S1SQC330	03/10/2020	OFFICE SUPPLIES	\$855.00
73370	04/09/2020		TETRA TECH, INC.	\$11,780.00
	Invoice	Date	Description	Amount
	51564635	03/12/2020	PRELIM DESIGN FOR STORMWATER CAPTURE	\$11,780.00
73371	04/09/2020		THE BIG NORWEGIAN	\$1,915.01
	Invoice	Date	Description	Amount
	56034	03/26/2020	REPAIR 2019 STUMP GRINDER-HATCHER	\$1,502.51
	56035	03/26/2020	REPAIR 2006 GRINDER-HATCHER	\$412.50
73372	04/09/2020		THE TECHNOLOGY DEPOT	\$19,813.14
	Invoice	Date	Description	Amount
	12991	03/09/2020	NETWORK MAINT-TICKET #16813	\$1,116.25
	12996	03/10/2020	NETWORK MAINT-TICKET #	\$41.25
	12997	03/10/2020	NETWORK MAINT-TICKET #16829	\$992.50
	12998	03/10/2020	NETWORK MAINT-TICKET #16736	\$291.25
	13001	03/11/2020	NETWORK MAINT-TICKET #16847	\$786.25
	13011	03/12/2020	NETWORK MAINT-TICKET #16863	\$827.50
	13012	03/13/2020	NETWORK MAINT-TICKET #16871	\$536.25

CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
13080	03/17/2020	NETWORK MAINT-TICKET #16926	\$1,198.75
13096	03/18/2020	NETWORK MAINT-TICKET #16999	\$951.25
13086	03/17/2020	NETWORK MAINT-TICKET #16956	\$745.00
13100	03/19/2020	NETWORK MAINT-TICKET #16945	\$41.25
13107	03/19/2020	NETWORK MAINT-TICKET #16893	\$41.25
13108	03/19/2020	NETWORK MAINT-TICKET #16997	\$82.50
13112	03/19/2020	NETWORK MAINT-TICKET #16998	\$123.75
13113	03/19/2020	NETWORK MAINT-TICKET #17044	\$660.00
13123	03/20/2020	NETWORK MAINT-TICKET #17075	\$165.00
13101	03/19/2020	NETWORK MAINT-TICKET #16648	\$3,140.63
13143	03/23/2020	NETWORK MAINT-TICKET #17061	\$82.50
13146	03/23/2020	NETWORK MAINT-TICKET #16883	\$2,209.38
13147	03/23/2020	NETWORK MAINT-TICKET #17110	\$701.25
13151	03/23/2020	NETWORK MAINT-TICKET #17129	\$41.25
13155	03/24/2020	NETWORK MAINT-TICKET #16986	\$745.00
13169	03/24/2020	NETWORK MAINT-TICKET #17122	\$868.75
13179	03/25/2020	NETWORK MAINT-TICKET #17121	\$82.50
13180	03/25/2020	NETWORK MAINT-TICKET #17022	\$82.50
13182	03/25/2020	NETWORK MAINT-TICKET #17123	\$742.50
13186	03/25/2020	NETWORK MAINT-TICKET #17155	\$41.25
13198	03/26/2020	NETWORK MAINT-TICKET #17079	\$748.13
13203	03/26/2020	NETWORK MAINT-TICKET #17222	\$41.25
13204	03/26/2020	NETWORK MAINT-TICKET #17124	\$910.00
13207	03/26/2020	NETWORK MAINT-TICKET #16995	\$611.25
13211	03/27/2020	NETWORK MAINT-TICKET #17194	\$165.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo.				
73373	04/09/2020		THREE VALLEYS MUNICIPAL WATER	\$1,751.06
	Invoice	Date	Description	Amount
	05510	03/13/2020	2/1-2/29/20 SVC- TONNER CYN	\$1,751.06
73374	04/09/2020		TPX COMMUNICATIONS	\$2,049.14
	Invoice	Date	Description	Amount
	127103006-0	02/29/2020	TEL/INTERNET SVC-HOMESTEAD	\$2,049.14
73375	04/09/2020		UNUM LIFE INSURANCE COMPANY	\$5,167.60
	Invoice	Date	Description	Amount
	4/1-4/30/20	03/18/2020	LONG TERM CARE PREMIUM FOR APRIL 2020	\$5,167.60
73376	04/09/2020		WALNUT VALLEY WATER DISTRICT	\$7,822.54
	Invoice	Date	Description	Amount
	3604789	03/11/2020	2/01-2/29/20 SVC-SE GRAND XING PKWY #6	\$1,659.65
	3604788	03/11/2020	2/01-2/29/20 SVC-SE GRAND XING PKWY MTR#7	\$2,005.60
	3605692	03/11/2020	1/31-2/28/20 SVC-NOGALES PUMP STATION	\$62.42
	3604780	03/11/2020	2/01-2/29/20 SVC-21627 GRAND CROSSING PKWY #3	\$136.78
	3604719	03/11/2020	2/01-2/29/20 SVC- GRAND AVE CROSSING 1200 'E OF	\$98.20
	3604718	03/11/2020	2/01-2/29/20 SVC- GRAND AVE CROSSING 1200 'E OF	\$278.96
	3604712	03/11/2020	2/01-2/29/20 SVC - BAKER PKWY METER #2	\$224.66
	3604711	03/11/2020	2/01-2/29/20 SVC - BAKER PKWY METER # 1	\$183.22
	3604721	03/11/2020	2/01-2/29/20 SVC- 22002 VALLEY BLVD	\$66.26
	3605447	03/11/2020	1/31-2/28/20 SVC- PUMP STATION N/W CHERYL	\$32.60
	3604676	03/11/2020	2/01-2/29/20 SVC - BREA CYN RD & OLD RANCH RD	\$47.56
	3604787	03/11/2020	2/01-2/29/20 SVC- GRAND XING PKWY W/O GRAND	\$599.22
	3604740	03/11/2020	2/01-2/29/20 SVC- GRAND CROSSING WEST	\$90.57
	3604741	03/11/2020	2/01-2/29/20 SVC- BAKER PKWY & GRAND N/W	\$1,178.81
	3604748	03/11/2020	2/01-2/29/20 SVC - E/S GRAND 215 S/O BAKER PKWY	\$101.69

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
3604739	03/11/2020		2/01-2/29/20 SVC - GRAND CROSSING EAST	\$45.69
3604755	03/11/2020		2/01-2/29/20 SVC - BREA CYN 60' N OF CURRIER	\$26.28
3604754	03/11/2020		2/01-2/29/20 SVC - BREA CYN 100' N OF RR TRKS	\$138.48
3604738	03/11/2020		2/01-2/29/20 SVC - 21350 VALLEY-MEDIAN	\$219.60
3604692	03/11/2020		2/01-2/29/20 SVC - FERRERO/GRAND EAST RAMP	\$275.60
3604642	03/11/2020		2/01-2/29/20 SVC - LEMON AVE N OF CURRIER RD	\$49.43
3604590	03/11/2020		2/01-2/29/20 SVC - 820 FAIRWAY DRIVE IRRIGATION	\$81.12
3604757	03/11/2020		2/01-2/29/20 SVC - 60 FWY INTERCHANGE @ FAIRWAY	\$65.55
3605467	03/11/2020		1/31-2/28/20 SVC - PUMP STATION BREA CYN	\$20.67
3604781	03/11/2020		2/01-2/29/20 SVC - 21627 GRAND CROSSING PKWY #4	\$133.92
73377	04/09/2020		WALTERS WHOLESALE ELECTRIC	\$4,593.62
	Invoice	Date	Description	Amount
	S115283853.001	03/19/2020	ELECTRICAL SUPPLIES-EXPO PARKING LOT	\$4,593.62
73378	04/09/2020		WEATHERITE SERVICE	\$420.00
	Invoice	Date	Description	Amount
	L186208	03/12/2020	A/C MAINT-15660 STAFFORD & 15559 RAUSCH	\$420.00
73379	04/09/2020		WILLDAN ENGINEERING	\$437.50
	Invoice	Date	Description	Amount
	00618932	03/17/2020	ENGINEERING SVC-NELSON/PUENTE AVE	\$437.50
73380	04/09/2020		WKE, INC	\$13,296.95
	Invoice	Date	Description	Amount
	18008.03	03/18/2020	GRAND AVE NB WIDENING OVER SAN JOSE CREEK	\$10,107.67
	19008.02	03/13/2020	BRIDGE REHABILITATION-VALLEY BLVD	\$3,189.28

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2020**

Check	Date	Payee Name	Check Amount
-------	------	------------	--------------

CITY.WF.CHK - City General Wells Fargo

Check	Status	Count	Transaction Amount
	Total	95	\$3,254,117.05

CITY COUNCIL

ITEM NO. 5.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Julie Gutierrez-Robles, City Clerk *JGR*

DATE: April 9, 2020

SUBJECT: Second Reading of Ordinance No. 810 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING CHAPTER 13.04 (WATER SERVICE) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE, IN ACCORDANCE WITH SENATE BILL 998

Background:

Senate Bill 998 (Dodd) Discontinuation of Residential Water Service was signed by former Governor Jerry Brown in September 2018. Intended to minimize the number of Californians who lose access to water service due to their inability to pay, SB 998 provides additional procedural protections before residential water service can be discontinued. These protections apply to water service provided by an “urban and community water system,” a “public water system,” and an “urban water supplier” as those terms are defined. Among other things, SB 998 requires specified water providers to have a written policy on discontinuation of residential water services and that prohibits discontinuance until accounts are at least 60 days delinquent, requires 7 business days’ notice before discontinuance, and prohibits discontinuance when doing so would pose a serious threat to the health and safety of a resident if the customer demonstrates an inability to pay and is willing to make payments via alternative methods.

Discussion:

Water systems, such as the Industry Public Utilities (“IPU”) Water System, that are a community water system that serve water to less than 3,000 connections and produce less than 3,000 acre feet annually, are required to comply with SB 998 by April 1, 2020. The changes required to comply with SB 998 are as follows:

- Adopt a written residential water discontinuation policy available in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by 10 percent or more of the population served by the water system. The policy must be posted on the water system’s website and be available in writing upon request.
- The policy must contain:

- Payment options including a plan for deferred or reduced payments and alternative payment schedules.
- A formal appeal process for disputing bills
- Telephone number for customers to call to discuss options
- Residential water service cannot be discontinued until accounts are at least 60 days delinquent
- Residential water service cannot be discontinued until customer is notified at least 7 business days before scheduled interruption date.
- Residential water service cannot be discontinued if a customer meets all of the following parameters:
 - Provides certification from a primary care provider that discontinuation would pose a health and safety threat
 - Demonstrates they are financially unable to pay
 - Willing to enter into an alternative payment arrangement.
- Offer a payment arrangement/amortization plan allowing a repayment period of up to 12 months for outstanding balances to customers that meet the aforementioned parameters.
- Notify tenants of a multifamily property served by a single meter 10 days prior to service discontinuation for nonpayment.
- Report annual number of service discontinuations for nonpayment on the water system's website and also to the State Water Resources Control Board.

In order for the IPU to establish the required policy for discontinuation of residential water service, the Chapter 13.04.100 of the City's Municipal Code must be amended. The City's current Code contains provisions which conflict with the requirements of SB 998. The City Attorney has drafted such Ordinance, which is enclosed for consideration. The amendments provide for the IPU to adopt a policy for discontinuance of residential water service by resolution. Once such policy is established, the contracted operator of the IPU Water System, La Puente Valley County Water District, will carry out the provisions of the policy.

In addition to the revisions to the City's Code, it is also necessary for the Industry Public Utilities Commission to adopt the policy itself. The policy contains the specific requirements of SB 998, as set forth above, while the revisions to the City's Code facilitate implementation of the policy by removing any language that conflicts with SB 998.

Because SB 998 must be implemented by April 1, 2020, Staff is requesting that the City Council consider both a regular ordinance and an urgency ordinance. The urgency ordinance will take effect immediately, if approved by a four-fifths vote of the City Council. The immediate effectiveness of the urgency ordinance will allow the policy to take effect on April 1st, as required by State law.

Fiscal Impact:

Recovery of water sales and water service charge accounts receivable will be lengthened by adoption of this policy, however there is no significant fiscal impact anticipated to the water operations by instituting this policy.

Recommendations:

Staff recommends that the City Council:

- 1) Waive the reading of Ordinance No. 810, and read by title only; and
- 2) Adopt Ordinance No. 810 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 13.04.100 (DISCONTINUANCE OF SERVICE) OF CHAPTER 13.04 (WATER SERVICE) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE, IN ACCORDANCE WITH SENATE BILL 998

ATTACHMENTS

1. Ordinance No. 810
 2. Staff Report dated March 26, 2020
-

ATTACHMENT NO. 1

Ordinance No. 810

[Attached]

ORDINANCE NO. 810

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING CHAPTER 13.04 (WATER SERVICE) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE, IN ACCORDANCE WITH SENATE BILL 998

WHEREAS, Senate Bill 998 (“SB 998”) requires public water systems to establish certain policies and procedures for the discontinuance of residential service; and

WHEREAS, given the provisions of SB 998, it is necessary to amend the City’s Code to ensure compliance with State law; and

WHEREAS, Section 13.04.100 of the City’s Municipal Code (“Code”) sets forth the process for discontinuing residential service. It is necessary to amend Section 13.04.100 to provide for a 60-day delinquency period, and certain noticing and other requirements, prior to the discontinuance of residential service; and

WHEREAS, it is recommended that the City amend Section 13.04.100 of the City’s Code to comply with the provisions of SB 998; and

WHEREAS, it is also recommended that the City amend Chapter 13.04 of the City’s Code to remove any inconsistencies between the Code and the policy for discontinuing residential service, and to ensure consistency between residential and non-residential class customers; and

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

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

SECTION 1. Findings.

The City Council finds that based upon substantial evidence presented to the City Council during the March 26, 2020 public meeting, including public testimony and oral staff reports, that all of the facts set forth in the Recitals, are true and correct, and are incorporated herein by reference.

SECTION 2. Municipal Code Amendment. Section 13.04.100.B is hereby revised to read in its entirety as follows:

B. Discontinuance of Service by City.

1. The Industry Public Utilities Commission, shall, by resolution, adopt a policy for discontinuance of residential water service, and a service discontinuation processing charge for both residential and non-residential class customers.

2. Water charges shall be due and payable, and become delinquent, as follows:

a. Residential Class Customers: Charges are due and payable upon presentation, and shall become delinquent and service subject to discontinuation if charges are not paid within 60 days from the date of the bill, as set forth in the Policy on Discontinuation

of Residential Water Service for Non-Payment, adopted by the Industry Public Utilities Commission.

- b. Non-Residential Class Customers: Charges are due and payable upon presentation, and shall become delinquent fifteen days after the date of the bill. If the account becomes delinquent, the city may discontinue services to the premises. A late charge, established by the city, shall apply to all delinquent accounts.

3. If any fire service account becomes delinquent, the city may shut off and discontinue the domestic water service to the premises. Water service shall not be restored until all provisions have been complied with.

4. Vacant Premises. In case any premises become vacant, the regular minimum rates shall be charged, and no refund or discount shall be made unless the water has been shut off by the department upon the written request of the one in whose name the water service is rendered or written request of the owner.

SECTION 3. Municipal Code Amendment

Section 13.04.110.C. is hereby revised to read in its entirety as follows:

C. Non-residential class service which has been discontinued as a result of a violation of any rule and regulation or for delinquent payment of charges or penalties shall not be reactivated until such violation has been remedied and all charges and penalties have been paid, including a security deposit and reconnection fee, established by the city. The city shall make the reconnection no later than the end of the next regular working day following the customer's request and payment of all the aforementioned fees. Restoration of residential class service shall be made as set forth by resolution adopted by the Industry Public Utilities Commission.

SECTION 4. Municipal Code Amendment

Section 13.04.130.C is hereby revised to read in its entirety as follows:

C. Returned checks and disconnection for non-payment for non-residential class service. If a check is returned as non-negotiable, the city will charge a returned check fee, and will consider the account delinquent if payment in the form of cash or certified funds is not received within 15 days of the date of the bill. For non-residential class service, if the returned check was payment to restore service to an account that had been disconnected for nonpayment, the city may discontinue said water service. The consumer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds.

SECTION 5. Municipal Code Amendment

Section 13.04.130.D. is hereby revised to read in its entirety as follows:

D. Notices. Except for emergencies, and as established by resolution adopted by the Industry Public Utilities Commission, notices from the city to a customer shall be given in writing, either delivered to him or her or mailed to him or her at his or her last known address in the manner prescribed by this code. Notice from any customer to the city pursuant to adopted regulations may be given in person or by his or her authorized agent at the city office or by written notice enclosed in a sealed envelope and addressed to the city, deposited in the United States mail, postage prepaid.

SECTION 6. Municipal Code Amendment

Section 13.04.150 is hereby revised to read in its entirety as follows:

13.04.150 Disputed or erroneous bills.

The process for disputing a bill for water service shall be established by resolution of the Industry Public Utilities Commission.

SECTION 7. Clerical Errors. The City Council directs the City Clerk to correct any clerical errors found in this Chapter, including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

SECTION 8. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

SECTION 9. Effective Date. In accordance with California Government Code §36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 10. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on April ____, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF INDUSTRY)

CITY CLERK'S CERTIFICATION
RE: ADOPTION OF CITY ORDINANCE

I, Julie Gutierrez-Robles, City Clerk of the City of Industry, do hereby certify that the foregoing Ordinance No. XXX was introduced at the regular meeting of the City Council on INSERT DATE, and was adopted at a regular meeting of the City Council on INSERT DATE by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Julie Gutierrez-Robles, City Clerk

(SEAL)

ATTACHMENT NO. 2

Staff Report

Dated 3/26/2020

[Attached]



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Public Works Director/City Engineer *JN*

DATE: March 26, 2020

SUBJECT: Introduction and Consideration of Ordinance No. 810, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING CHAPTER 13.04 (WATER SERVICE) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE, IN ACCORDANCE WITH SENATE BILL 998; AND

Consideration of Urgency Ordinance No. 811 U, AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, PURSUANT TO GOVERNMENT CODE SECTION 36937, AMENDING CHAPTER 13.04 (WATER SERVICE) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE, IN ACCORDANCE WITH SENATE BILL 998

Background:

Senate Bill 998 (Dodd) Discontinuation of Residential Water Service was signed by former Governor Jerry Brown in September 2018. Intended to minimize the number of Californians who lose access to water service due to their inability to pay, SB 998 provides additional procedural protections before residential water service can be discontinued. These protections apply to water service provided by an "urban and community water system," a "public water system," and an "urban water supplier" as those terms are defined. Among other things, SB 998 requires specified water providers to have a written policy on discontinuation of residential water services and that prohibits discontinuance until accounts are at least 60 days delinquent, requires 7 business days' notice before discontinuance, and prohibits discontinuance when doing so would pose a serious threat to the health and safety of a resident if the customer demonstrates an inability to pay and is willing to make payments via alternative methods.

Discussion:

Water systems, such as the Industry Public Utilities ("IPU") Water System, that are a community water system that serve water to less than 3,000 connections and produce

less than 3,000 acre feet annually, are required to comply with SB 998 by April 1, 2020. The changes required to comply with SB 998 are as follows:

- Adopt a written residential water discontinuation policy available in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by 10 percent or more of the population served by the water system. The policy must be posted on the water system's website and be available in writing upon request.
- The policy must contain:
 - Payment options including a plan for deferred or reduced payments and alternative payment schedules.
 - A formal appeal process for disputing bills
 - Telephone number for customers to call to discuss options
- Residential water service cannot be discontinued until accounts are at least 60 days delinquent
- Residential water service cannot be discontinued until customer is notified at least 7 business days before scheduled interruption date.
- Residential water service cannot be discontinued if a customer meets all of the following parameters:
 - Provides certification from a primary care provider that discontinuation would pose a health and safety threat
 - Demonstrates they are financially unable to pay
 - Willing to enter into an alternative payment arrangement.
- Offer a payment arrangement/amortization plan allowing a repayment period of up to 12 months for outstanding balances to customers that meet the aforementioned parameters.
- Notify tenants of a multifamily property served by a single meter 10 days prior to service discontinuation for nonpayment.
- Report annual number of service discontinuations for nonpayment on the water system's website and also to the State Water Resources Control Board.

In order for the IPU to establish the required policy for discontinuation of residential water service, the Chapter 13.04.100 of the City's Municipal Code must be amended. The City's current Code contains provisions which conflict with the requirements of SB 998. The City Attorney has drafted such Ordinance, which is enclosed for consideration. The amendments provide for the IPU to adopt a policy for discontinuance of residential water service by resolution. Once such policy is established, the contracted operator of the IPU Water System, La Puente Valley County Water District, will carry out the provisions of the policy.

In addition to the revisions to the City's Code, it is also necessary for the Industry Public Utilities Commission to adopt the policy itself. The policy contains the specific

requirements of SB 998, as set forth above, while the revisions to the City's Code facilitate implementation of the policy by removing any language that conflicts with SB 998.

Because SB 998 must be implemented by April 1, 2020, Staff is requesting that the City Council consider both a regular ordinance and an urgency ordinance. The urgency ordinance will take effect immediately, if approved by a four-fifths vote of the City Council. The immediate effectiveness of the urgency ordinance will allow the policy to take effect on April 1st, as required by State law.

Fiscal Impact:

Recovery of water sales and water service charge accounts receivable will be lengthened by adoption of this policy, however there is no significant fiscal impact anticipated to the water operations by instituting this policy.

Recommendations:

Staff recommends that the City Council:

- 1) Waive the reading of Ordinance No. 810, and read by title only; and
- 2) Introduce Ordinance No. 811 U AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 13.04.100 (DISCONTINUANCE OF SERVICE) OF CHAPTER 13.04 (WATER SERVICE) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE, IN ACCORDANCE WITH SENATE BILL 998

Exhibit:

- A. Ordinance No. 810
-

TH/JN:jf

EXHIBIT A

Ordinance No. 810

[Attached]

ORDINANCE NO. 810

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING CHAPTER 13.04 (WATER SERVICE) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE, IN ACCORDANCE WITH SENATE BILL 998

WHEREAS, Senate Bill 998 (“SB 998”) requires public water systems to establish certain policies and procedures for the discontinuance of residential service; and

WHEREAS, given the provisions of SB 998, it is necessary to amend the City’s Code to ensure compliance with State law; and

WHEREAS, Section 13.04.100 of the City’s Municipal Code (“Code”) sets forth the process for discontinuing residential service. It is necessary to amend Section 13.04.100 to provide for a 60-day delinquency period, and certain noticing and other requirements, prior to the discontinuance of residential service; and

WHEREAS, it is recommended that the City amend Section 13.04.100 of the City’s Code to comply with the provisions of SB 998; and

WHEREAS, it is also recommended that the City amend Chapter 13.04 of the City’s Code to remove any inconsistencies between the Code and the policy for discontinuing residential service, and to ensure consistency between residential and non-residential class customers; and

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

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

SECTION 1. Findings.

The City Council finds that based upon substantial evidence presented to the City Council during the March 26, 2020 public meeting, including public testimony and oral staff reports, that all of the facts set forth in the Recitals, are true and correct, and are incorporated herein by reference.

SECTION 2. Municipal Code Amendment. Section 13.04.100.B is hereby revised to read in its entirety as follows:

- B. Discontinuance of Service by City.
 - 1. The Industry Public Utilities Commission, shall, by resolution, adopt a policy for discontinuance of residential water service, and a service discontinuation processing charge for both residential and non-residential class customers.
 - 2. Water charges shall be due and payable, and become delinquent, as follows:
 - a. Residential Class Customers: Charges are due and payable upon presentation, and shall become delinquent and service subject to discontinuation if charges are not paid within 60 days from the date of the bill, as set forth in the Policy on Discontinuation

of Residential Water Service for Non-Payment, adopted by the Industry Public Utilities Commission.

- b. Non-Residential Class Customers: Charges are due and payable upon presentation, and shall become delinquent fifteen days after the date of the bill. If the account becomes delinquent, the city may discontinue services to the premises. A late charge, established by the city, shall apply to all delinquent accounts.

3. If any fire service account becomes delinquent, the city may shut off and discontinue the domestic water service to the premises. Water service shall not be restored until all provisions have been complied with.

4. Vacant Premises. In case any premises become vacant, the regular minimum rates shall be charged, and no refund or discount shall be made unless the water has been shut off by the department upon the written request of the one in whose name the water service is rendered or written request of the owner.

SECTION 3. Municipal Code Amendment

Section 13.04.110.C. is hereby revised to read in its entirety as follows:

C. Non-residential class service which has been discontinued as a result of a violation of any rule and regulation or for delinquent payment of charges or penalties shall not be reactivated until such violation has been remedied and all charges and penalties have been paid, including a security deposit and reconnection fee, established by the city. The city shall make the reconnection no later than the end of the next regular working day following the customer's request and payment of all the aforementioned fees. Restoration of residential class service shall be made as set forth by resolution adopted by the Industry Public Utilities Commission.

SECTION 4. Municipal Code Amendment

Section 13.04.130.C is hereby revised to read in its entirety as follows:

C. Returned checks and disconnection for non-payment for non-residential class service. If a check is returned as non-negotiable, the city will charge a returned check fee, and will consider the account delinquent if payment in the form of cash or certified funds is not received within 15 days of the date of the bill. For non-residential class service, if the returned check was payment to restore service to an account that had been disconnected for nonpayment, the city may discontinue said water service. The consumer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds.

SECTION 5. Municipal Code Amendment

Section 13.04.130.D. is hereby revised to read in its entirety as follows:

D. Notices. Except for emergencies, and as established by resolution adopted by the Industry Public Utilities Commission, notices from the city to a customer shall be given in writing, either delivered to him or her or mailed to him or her at his or her last known address in the manner prescribed by this code. Notice from any customer to the city pursuant to adopted regulations may be given in person or by his or her authorized agent at the city office or by written notice enclosed in a sealed envelope and addressed to the city, deposited in the United States mail, postage prepaid.

SECTION 6. Municipal Code Amendment

Section 13.04.150 is hereby revised to read in its entirety as follows:

13.04.150 Disputed or erroneous bills.

The process for disputing a bill for water service shall be established by resolution of the Industry Public Utilities Commission.

SECTION 7. Clerical Errors. The City Council directs the City Clerk to correct any clerical errors found in this Chapter, including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

SECTION 8. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

SECTION 9. Effective Date. In accordance with California Government Code §36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 10. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on April ____, 2020, by the following vote:

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

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF INDUSTRY)

CITY CLERK'S CERTIFICATION
RE: ADOPTION OF CITY ORDINANCE

I, Julie Gutierrez-Robles, City Clerk of the City of Industry, do hereby certify that the foregoing Ordinance No. XXX was introduced at the regular meeting of the City Council on INSERT DATE, and was adopted at a regular meeting of the City Council on INSERT DATE by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS: .

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Julie Gutierrez-Robles, City Clerk

(SEAL)

ORDINANCE NO. 811 U

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, PURSUANT TO GOVERNMENT CODE SECTION 36937, AMENDING CHAPTER 13.04 (WATER SERVICE) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE, IN ACCORDANCE WITH SENATE BILL 998

WHEREAS, Senate Bill 998 (“SB 998”) requires public water systems to establish certain policies and procedures for the discontinuance of residential service; and

WHEREAS, given the provisions of SB 998, it is necessary to amend the City’s Code to ensure compliance with State law; and

WHEREAS, Section 13.04.100 of the City’s Municipal Code (“Code”) sets forth the process for discontinuing residential service. It is necessary to amend Section 13.04.100 to provide for a 60-day delinquency period, and certain noticing and other requirements, prior to the discontinuance of residential service; and

WHEREAS, it is recommended that the City amend Section 13.04.100 of the City’s Code to comply with the provisions of SB 998; and

WHEREAS, it is also recommended that the City amend Chapter 13.04 of the City’s Code to remove any inconsistencies between the Code and the policy for discontinuing residential service, and to ensure consistency between residential and non-residential class customers; and

WHEREAS, all Californians have the right to safe, accessible and affordable water, as set forth in the State’s Water Code. The discontinuance of water service threatens human health and well-being. Modifications to the City’s Code are necessary to meet the requirements set forth in SB 998, and adoption of this ordinance by April 1, 2020 is necessary for the immediate preservation of the public peace, health and safety, of the City, and for those who receive water service from the Industry Public Utilities Water System; and

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

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

SECTION 1. Findings.

The City Council finds that based upon substantial evidence presented to the City Council during the March 26, 2020 public meeting, including public testimony and oral staff reports, that all of the facts set forth in the Recitals, are true and correct, and are incorporated herein by reference.

SECTION 2. Municipal Code Amendment. Section 13.04.100.B is hereby revised to read in its entirety as follows:

- B. Discontinuance of Service by City.

1. The Industry Public Utilities Commission, shall, by resolution, adopt a policy for discontinuance of residential water service, and a service discontinuation processing charge for both residential and non-residential class customers.

2. Water charges shall be due and payable, and become delinquent, as follows:

a. Residential Class Customers: Charges are due and payable upon presentation, and shall become delinquent and service subject to discontinuation if charges are not paid within 60 days from the date of the bill, as set forth in the Policy on Discontinuation of Residential Water Service for Non-Payment, adopted by the Industry Public Utilities Commission.

b. Non-Residential Class Customers: Charges are due and payable upon presentation, and shall become delinquent fifteen days after the date of the bill. If the account becomes delinquent, the city may discontinue services to the premises. A late charge, established by the city, shall apply to all delinquent accounts.

3. If any fire service account becomes delinquent, the city may shut off and discontinue the domestic water service to the premises. Water service shall not be restored until all provisions have been complied with.

4. Vacant Premises. In case any premises become vacant, the regular minimum rates shall be charged, and no refund or discount shall be made unless the water has been shut off by the department upon the written request of the one in whose name the water service is rendered or written request of the owner.

SECTION 3. Municipal Code Amendment.

Section 13.04.110.C. is hereby revised to read in its entirety as follows:

C. Non-residential class service which has been discontinued as a result of a violation of any rule and regulation or for delinquent payment of charges or penalties shall not be reactivated until such violation has been remedied and all charges and penalties have been paid, including a security deposit and reconnection fee, established by the city. The city shall make the reconnection no later than the end of the next regular working day following the customer's request and payment of all the aforementioned fees. Restoration of residential class service shall be made as set forth by resolution adopted by the Industry Public Utilities Commission.

SECTION 4. Municipal Code Amendment.

Section 13.04.130.C is hereby revised to read in its entirety as follows:

C. Returned checks and disconnection for non-payment for non-residential class service. If a check is returned as non-negotiable, the city will charge a returned check fee, and will consider the account delinquent if payment in the form of cash or certified funds is not received within 15 days of the date of the bill. For non-residential class service, if the returned check was payment to restore service to an account that had been disconnected for nonpayment, the city may discontinue said water service. The consumer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds.

SECTION 5. Municipal Code Amendment.

Section 13.04.130.D. is hereby revised to read in its entirety as follows:

D. Notices. Except for emergencies, and as established by resolution adopted by the Industry Public Utilities Commission, notices from the city to a customer shall be given in writing, either delivered to him or her or mailed to him or her at his or her last known address in the manner prescribed by this code. Notice from any customer to the city pursuant to adopted regulations may be given in person or by his or her authorized agent at the city office or by written notice enclosed in a sealed envelope and addressed to the city, deposited in the United States mail, postage prepaid.

SECTION 6. Municipal Code Amendment.

Section 13.04.150 is hereby revised to read in its entirety as follows:

13.04.150 Disputed or erroneous bills.

The process for disputing a bill for water service shall be established by resolution of the Industry Public Utilities Commission.

SECTION 7. Urgency Ordinance.

Based on the findings set forth above, this ordinance is an urgency ordinance pursuant to Government Code Section 36937, and pursuant to the authority granted to the City in Article 11, Section 7 of the California Constitution, and is for the immediate preservation of the public peace, health and welfare. All Californians have the right to safe, accessible and affordable water, as set forth in the State's Water Code. The discontinuance of water service threatens human health and well-being. Accordingly, the City Council hereby finds that modifications to the City's Code are necessary to meet the requirements set forth in SB 998, and adoption of this ordinance by April 1, 2020 is necessary for the immediate preservation of the public peace, health and safety, of the City, and for those who receive water service from the Industry Public Utilities Water System. This ordinance shall take effect immediately on March 26, 2020 by a 4/5th vote of City Council.

SECTION 8. Clerical Errors. The City Council directs the City Clerk to correct any clerical errors found in this Chapter, including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

SECTION 9. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on March 26, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF INDUSTRY)

CITY CLERK'S CERTIFICATION
RE: ADOPTION OF CITY ORDINANCE

I, Julie Gutierrez-Robles, City Clerk of the City of Industry, do hereby certify that the foregoing Urgency Ordinance No. _____ was introduced and adopted at the regular meeting of the City Council on _____, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Julie Gutierrez-Robles, City Clerk

(SEAL)

CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *[Signature]*

DATE: April 9, 2020

SUBJECT: Consideration of Resolution No. CC 2020-07, approving the Designation of Applicant's Agent Resolution for Non-state Agencies, related to requests for financial reimbursements from the FEMA and Cal OES for the COVID-19 emergency

Background:

On March 13, 2020, the President of the United States of America declared a national emergency due to the COVID-19 outbreak across the nation. On March 4, 2020, the Governor of the State of California proclaimed a state of emergency to exist in California as a result of the threat of COVID-19. The City adopted a proclamation declaring the existence of a local emergency on March 13, 2020 and ratified the proclamation on March 17, 2020.

Discussion:

Following the presidential and state declarations, local jurisdictions may request public assistance in the form of financial reimbursements from the Federal Emergency Management Agency ("FEMA") and the State of California Governor's Office of Emergency Services ("Cal OES"). Items that could be eligible for reimbursement include personal protective equipment, and costs for materials, supplies, and rental.

In order to request recovery funds for the COVID-19 emergency, a Request of Public Assistance ("RPA") application package must be submitted to Cal OES by April 17, 2020. The RPA application package must include: 1) Request for Public Assistance Form (Form 009-0-49); 2) Project Assurance for Federal Assistance (Form 89); and 3) Designation of Applicant's Agent Resolution for Non-state Agencies (Form 130).

Designation of Applicant's Agent Resolution for Non-state Agencies. is a Cal OES form that designates and authorizes positions within the City to execute applications for federal and state assistance on behalf of the City. City Council approval of the form is needed prior to submitting the form to Cal OES. To comply with these provisions, staff recommends the City Council approve the submittal of Cal OES Form 130 (Exhibit A) and designate the City Manager, Assistant City Manager, and City Engineer/Director of Public Works as the authorized agents who may apply for public assistance and recovery funding on behalf of the City for declared disasters, including COVID-19, for a three-year period.

Fiscal Impact:

There is no fiscal impact for adopting Resolution No. CC 2020-07 and submitting the RPA application package. If the City is successful in receiving reimbursement for COVID-19 or future disasters, the City would be eligible to recover up to 93.75% (75% FEMA, 18.75% Cal OES) of eligible costs incurred.

Recommendation:

- 1.) Staff recommends that the City Council adopt Resolution No. CC 2020-07 approving the Cal OES Designation of Applicant's Agent Resolution for Non-State Agencies.

Exhibits:

- A. Resolution No. CC 2020-07 including Exhibit A – Cal OES Form 130 “Designation of Applicant's Agent Resolution for Non-State Agencies”
- B. Request for Public Assistance Form (Form 89)
- C. Project Assurance for Federal Assistance (Form 009-0-49)

TH/BH:kt

EXHIBIT A

Resolution No. CC 2020-07 including Exhibit A – Cal OES Form 130 “Designation of Applicant’s Agent Resolution for Non-State Agencies”

[Attached]

RESOLUTION NO. CC 2020-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DESIGNATING THE CITY MANAGER, ASSISTANT CITY MANAGER, AND CITY ENGINEER/DIRECTOR OF PUBLIC WORKS AS THE CITY'S AGENTS TO PROVIDE REQUIRED ASSURANCES AND EXECUTE AGREEMENTS FOR THE PURPOSES OF OBTAINING FINANCIAL ASSISTANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR DISASTER AID

RECITALS

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency due to the COVID-19 outbreak across the nation; and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, the City Council adopted a proclamation declaring the existence of a local emergency on March 13, 2020, and ratified the proclamation on March 17, 2020; and

WHEREAS, following the presidential and state declarations, local jurisdictions may request public assistance in the form of financial reimbursements from the Federal Emergency Management Agency ("FEMA") and the State of California Governor's Office of Emergency Services ("Cal OES"); and

WHEREAS, the City incurred expenses due to the COVID-19 incident, and those costs are eligible for FEMA and Cal OES financial assistance; and

WHEREAS, in order for FEMA and Cal OES to begin processing a request for public assistance, the City Council must designate City agents responsible for providing required assurances and executing agreements with FEMA and Cal OES on behalf of the City, and approve the corresponding Cal OES Form 130; and

WHEREAS, City staff recommends that the form designate agents by position, instead of specific names, and be effective for all open and future disasters declared by the state or federal government up to three years following the date of approval, so as to expedite processing of requests for COVID-19 and in the future; and

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

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

SECTION 1. The City Council finds that all of the facts set forth in the Recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby designates the City Manager, Assistant City Manager, and City Engineer/Director of Public Works, as the City's agents to provide required assurances and execute agreements for the purposes of obtaining financial assistance from FEMA and Cal OES for disaster aid; approving the Cal OES Form 130, attached to the Resolution as Exhibit A and incorporated herein by reference; and authorizing the City Manager to file the Cal OES Form with Cal OES and submit all related documentation.

SECTION 3. The City Manager, or his designee, is hereby authorized and directed to take such other and further action consistent with this Resolution, in order to implement this Resolution on behalf of the City.

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on April 9, 2020, by the following vote:

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

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

EXHIBIT A

Designation of Applicant's Agent Resolution for Non-state Agencies
(Cal OES Form 130)

[Attached]

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE City Council OF THE City of Industry
(Governing Body) (Name of Applicant)

THAT City Manager, OR
(Title of Authorized Agent)

Assistant City Manager, OR
(Title of Authorized Agent)

City Engineer/Director of Public Works
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Industry, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Industry, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 9th day of April, 2020

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Julie Gutierrez-Robles, duly appointed and City Clerk of
(Name) (Title)

the City of Industry, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the City Council of the City of Industry
(Governing Body) (Name of Applicant)

on the 9th day of April, 2020.

(Signature)

City Clerk
(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."

EXHIBIT B

Request for Public Assistance Form (Form 89)

[Attached]

PROJECT ASSURANCES FOR FEDERAL ASSISTANCE

SUBRECIPIENT'S NAME: City of Industry
(Name of Organization)

ADDRESS: 15625 Stafford Street

CITY: Industry STATE: CA ZIP CODE: 91744

TELEPHONE: 626-333-2211 FAX NUMBER: 626-961-6795

AUTHORIZED AGENT: Troy Helling TITLE: City Manager

EMAIL ADDRESS: thelling@cityofindustry.org

ASSURANCES – CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to all of your projects. If you have questions, please contact the California Governor's Office of Emergency Services. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the subrecipient named above:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, Federal Office of Inspector General 2 CFR 200.336, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.
8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.O. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
15. Will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
16. Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
17. Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with §200.112.
18. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.
19. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subrecipient application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. The state warrant covering federal financial assistance will be deposited in a special and separate account, and will be used to pay only eligible costs for projects described above;
 - b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.
 - c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.

- 20. The non-Federal entity for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment.

- 21. Will not make any award or permit any award (subaward or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

"I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized by the above named subrecipient to enter into this agreement for and on behalf of the said subrecipient, and by my signature do bind the subrecipient to the terms thereof."

Troy Helling
PRINTED NAME

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

City Manager April 9, 2020
TITLE DATE

EXHIBIT C

Project Assurance for Federal Assistance (Form 009-0-49)

[Attached]

DEPARTMENT OF HOMELAND SECURITY
 Federal Emergency Management Agency
REQUEST FOR PUBLIC ASSISTANCE

OMB Control Number 1660-0017
 Expires December 31, 2019

Paperwork Burden Disclosure Notice			
Public reporting burden for this data collection is estimated to average 15 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed in the upper right corner of this form. Send comments regarding the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472, Paperwork Reduction Project (1660-0017) NOTE: Do not send your completed form to this address.			
Privacy Act Statement			
Authority: FEMA is authorized to collect the information requested pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, §§ 402-403, 406-407, 417, 423, and 427, 42 U.S.C. 5170a-b, 5172-73, 5184, 5189a, 5189e; The American Recovery and Reinvestment Act of 2009, Public Law No. 111-5, § 601; and "Public Assistance Project Administration," 44 C.F.R. §§ 206.202, and 206.209.			
APPLICANT (Political subdivision or eligible applicant) City of Industry			DATE SUBMITTED April 9, 2020
DUNS NUMBER 078824471		FEDERAL TAX ID NUMBER 95-600623	
COUNTY (Location of Damages. If located in multiple counties, please indicate) Los Angeles County			
APPLICANT PHYSICAL LOCATION			
STREET ADDRESS 15625 E. Stafford Street			
CITY Industry	COUNTY Los Angeles	STATE CA	ZIP CODE 91744
MAILING ADDRESS (If different from Physical Location)			
STREET ADDRESS			
POST OFFICE BOX	CITY	STATE	ZIP CODE
Primary Contact/Applicant's Authorized Agent		Alternate Contact	
NAME Troy Helling		NAME Bing Hyun	
TITLE City Manager		TITLE City Manager	
BUSINESS PHONE 626-333-2211		BUSINESS PHONE 626-333-2211	
FAX NUMBER 626-961-6795		FAX NUMBER 626-961-6795	
HOME PHONE (Optional)		HOME PHONE (Optional)	
CELL PHONE		CELL PHONE	
E-MAIL ADDRESS thelling@cityofindustry.org		E-MAIL ADDRESS bhyun@cityofindustry.org	
Did you participate in the Federal/State Preliminary Damage Assessment (PDA)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
Private Non-Profit Organization? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
If yes, which of the facilities identified below best describe your organization? _____			
Title 44 CFR, part 206.221(e) defines an eligible private non-profit facility as: "... any private non-profit educational, utility, emergency, medical or custodial care facility, including a facility for the aged or disabled, and other facility providing essential governmental type services to the general public, and such facilities on Indian reservations." "Other essential governmental service facility means museums, zoos, community centers, libraries, homeless shelters, senior citizen centers, rehabilitation facilities, shelter workshops and facilities which provide health and safety services of a governmental nature. All such facilities must be open to the general public."			
Private Non-Profit Organizations must attach copies of their Tax Exemption Certificate and Organization Charter or By-Laws. If your organization is a school or educational facility, please attach information on accreditation or certification.			
OFFICIAL USE ONLY: FEMA - _____ -DR- _____ - _____ FIPS# _____ DATE RECEIVED _____			

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *[Signature]*

DATE: April 9, 2020

SUBJECT: Consideration of a License Agreement with Group OHL North America, for Access to Assessor's Parcel No. 8760-002-908, located at 1146 Nogales Street, on the northeast corner of E. Walnut Drive North and Nogales Street, for temporary staging of construction materials and equipment for work related to the Fairway Drive Grade Separation Project

Discussion:

Alameda Corridor-East Construction Authority ("ACE") contacted the City regarding the temporary use of the City owned property located at the corner of Nogales Street and E. Walnut Drive North ("Property"). ACE's contractor, Group OHL North America ("OHL"), is working on the Fairway Drive Grade Separation Project. Due to the proximity to the project, the Property is ideal for a staging area.

The project will begin construction this month and is scheduled to be completed by June 2023. During this time, OHL requested to use the Property to store construction materials and equipment, including ductile iron/steel pipe, fittings, aggregates-sand, temp cold mix, clean dirt for backfill, backhoe, traffic delineators, and a storage container. Under the proposed license agreement, the contractor is required to prevent any environmental contamination on the Property by placing drip pans under staged equipment, straw waddle and filter fabric over nearby catch basins, and any active stock piles must be covered during rain events to prevent runoff. The proposed agreement ends on June 1, 2023, and authorizes the City Manager to approve two six-month extensions.

Fiscal Impact:

In the past, the City has not charged a fee for License Agreements that are associated with ACE. Although the Fairway Drive Grade Separation Project falls within that category, OHL desires the License Agreement compensation be \$1.00 for the term of the agreement.

Recommendation:

- 1.) City staff recommends that the City Council approve the License Agreement with Group OHL North America, dated April 9, 2020.

Exhibit:

A. License Agreement with Group OHL North America dated April 9, 2020

TH/BH:yp

EXHIBIT A

License Agreement with Group OHL North America dated February 28, 2019

[Attached]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated **April 9, 2020**, (“**Effective Date**”) is entered into by and between the City of Industry, a public body, corporate and politic (“**Licensor/City**”), and OHL USA, Inc., dba Group OHL North America, a Delaware corporation (“**Licensee**”). Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”.

RECITALS

WHEREAS, the City is the owner of certain property located at 1146 Nogales Street which is located at the northeast corner of E. Walnut Drive North and Nogales Street, City of Industry, CA 91748, and Licensee desires to enter the portion of the property generally described as a lot, **Assessor’s Parcel No. 8760-002-908**, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

WHEREAS, Alameda Corridor-East Construction Authority (“**ACE**”) contacted the City regarding the temporary use of the Premises by its contractor, Licensee, while working on the Fairway Drive Grade Separation Project. Due to the proximity of the Premises to the project, the Premises is ideal for a staging area; and

WHEREAS, Licensee desires to utilize the Premises as a temporary staging area for construction materials and equipment related to the Fairway Drive Grade Separation Project; and

WHEREAS, Licensee acknowledges that Licensee is entering onto the Premises at its sole risk and expense, and Licensor does not have any liability to Licensee under this Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of the Effective Date of this Agreement, and to use a portion of the Premises, as depicted in Exhibit A, for a temporary staging area for construction materials and equipment related to the Fairway Drive Grade Separation Project (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use.

2. Payment. Licensee shall pay Licensor, and Licensor shall accept payment of One Dollar (\$1.00) (“**License Payment**”) for the term of the Agreement, for the use of the Premises. Payment shall be due in advance on the effective date of this Agreement. Payment shall be made to Licensor at 15625 E. Stafford Street, City of Industry, CA 91744.

3. Permitted Use. The Permitted Use is hereby defined to include storage of materials and equipment such as ductile iron/steel pipe, fittings, aggregates-sand, temp cold mix, clean dirt for backfill, backhoe, traffic delineators, and a storage container, related to the Fairway Drive Grade Separation Project. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Maintenance of Premises. Prior to commencement of the Permitted Use, Licensee shall install a temporary construction fence around the staging area (unless permanent fence exists) on the Premises. During the term of the License, Licensee shall place drip pans under staged equipment, straw waddle and filter fabric over nearby catch basins, and any active stock piles must be covered during rain events to prevent runoff. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, including environmental contamination, and shall restore the Premises to its condition as of the Effective Date of this Agreement, which shall include removal of the temporary construction fence (unless permanent fence exists).

5. Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Permitted Use, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any (“**Permits**”) by any and all governmental authorities having jurisdiction over the Premises for Licensee’s exercise of the Permitted Use. Licensor shall use commercially reasonable efforts to cooperate with Licensee and to support any and all applications or request for said Permits submitted by Licensee or on Licensee’s behalf. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

6. Liens.

6.1 Licensee shall not cause or permit to be filed, recorded or enforced against the Premises, or any part thereof, any mechanics’, material men’s, contractors’ or subcontractors’ liens arising from the Permitted Use or any claim or action affecting the title to the Premises arising from the Permitted Use, and Licensee shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of Licensor’s other rights and remedies under this Agreement or under law, should Licensee fail within fifteen (15) business days of a written notice from Licensor to pay and discharge or bond over any lien arising out of Licensee’s use of the Premises, then a material breach under this Agreement shall be deemed to have occurred which, at Licensor’s election, shall entitle Licensor to terminate this License effective upon notice by Licensor to Licensee so stating.

6.2 If Licensee desires to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the Premises or any portion thereof for which Licensor could become liable if not successfully resolved, as a condition to such contest, Licensee shall notify Licensor of Licensee’s intent to contest the lien or claim and the grounds for such contest.

Notwithstanding anything to the contrary set forth herein, Licensee shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Licensor or the Premises.

7. Insurance. Prior to entering the Premises and until the termination of this Agreement, Licensee shall maintain at its sole expense insurance limits as stipulated in this section.

7.1 Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(c) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(d) Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the Licensor providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.”

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Status. The Licensor and City Representatives, (as defined in Section 8, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee’s use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

(b) Primary Coverage. For any claims related to this Agreement, the Licensee’s insurance coverage shall be primary insurance as respects the Licensor/City Representatives. Any insurance or self-insurance maintained by the Licensor/City Representatives, shall be excess of the Licensee’s insurance and shall not contribute with it.

(c) Contractors and Subcontractors. Licensee shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that Licensor/City Representatives are additional insureds on insurance required from contractors/subcontractors. For CGL coverage contractors and subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

(d) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

(e) Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(f) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Licensee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(g) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Licensee is insured through the Association of California Water Agencies Joint Powers Insurance Authority and the City hereby approves of that insurer.

(h) Deductibles. All such insurance shall have deductibility limits of not greater than \$50,000.00 unless otherwise approved by the City.

(i) Verification of Coverage. Licensee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before exercise of the Permitted Use commences. However, failure to obtain the required documents prior to the exercise of the Permitted Use shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies, including endorsements, required by these specifications, at any time.

(j) Occurrence Basis Coverage. All policies shall be written on an occurrence basis unless otherwise approved by the City.

8. Indemnification. From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the Licensor's choosing, the City and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and council members of the City collectively, the "**City Representatives**", and each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "**Losses and Liabilities**"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors on the Premises. This indemnification requires Licensee to indemnify the City

and any and all City Representatives from and against all Losses and Liabilities, including attorneys' fees, arising out of the use or release of any Hazardous Substances on the Premises by Licensee. Licensee's obligation to defend shall arise regardless of any claim or assertion that the City caused or contributed to the Losses and/or Liabilities, provided, however, that Licensee's liability under this Section 7 will be limited to the extent of any contributory negligence of Licensor

Environmental Indemnity.

Licensee's Indemnity Obligations. Licensee agrees, from and after the Effective Date, to defend, indemnify, protect and hold harmless City Representatives from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials (as defined herein), at, on, in, beneath or from the Premises and/or the Property during the term of the Lease (sometimes herein collectively referred to as "**Contamination**"), except to the extent caused by the Licensor or its agents, contractors or employees during the Licensor's ownership of the Property prior to the commencement of the Agreement or solely caused by the Licensor or its agents, contractors or employees during the term of the Agreement. Licensee's defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at Licensee's sole cost.

Release and Waiver. Licensee hereby releases and waives all rights, causes of action and claims Licensee has or may have in the future against the City Indemnitees arising out of or in connection with any Hazardous Materials (as defined herein), at, on, in, beneath or from the Premises, except to the extent caused or permitted by Licensor or its contractors, agents, or employees prior to conveyance to the Licensee or caused by Licensor during the term of the Lease.

Definitions.

(1) As used in this Agreement, the term "**Environmental Response Actions**" means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, state or federal governmental or private party claims, including any claims by Licensee.

(2) As used in this Agreement, the term "**Environmental Response Costs**" means any and all costs associated with Environmental Response Actions including, without limitation, any and all fines, penalties and damages.

(3) As used in this Agreement, the term "**Hazardous Materials**" means any substance, material or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; (2) petroleum or petroleum products; (3) asbestos; (4) polychlorinated

biphenyls; (5) radioactive materials; (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. section 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq. (42 U.S.C. § 6903) or its implementing regulations; (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. section 9601 et seq. (42 U.S.C. § 9601); or (9) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

Materiality. Licensee acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations of Licensee for the benefit of Licensor set forth in this Agreement are a material element of the consideration to Licensor for the performance of its obligations under this Agreement, and that Licensor would not have entered this Agreement unless Licensee's obligations were as provided for herein.

9. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement and shall automatically terminate on **June 1, 2023**. The City Manager may approve two (2) six (6) month extensions. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon 30 days' written notice to Licensee. Further, in the event Licensor sells or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

10. Inspection and Access to Premises. Licensor and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to show the Premises to potential purchasers, to inspect the Premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time

11. Assignability. This License cannot be assigned by Licensee whether voluntarily or by operation of law, and Licensee shall not permit any use of the Premises, or any part thereof during the Term of this License in violation of the provisions of this License, except with the consent of Licensor (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so shall be null and void.

12. Cost of Enforcement. In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Licensor to remove Licensee from the Premises, the non-prevailing party agrees to pay to the prevailing party, in addition to such other relief as may be awarded by the court, City or other authority before which such suit or proceeding is commenced, all reasonable costs of enforcement in connection therewith including, but not limited to, reasonable attorneys' fees, expenses and costs of investigation.

13. Notices. All notices, consents, approvals, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon the earlier of when personally delivered or served or twenty-four (24) hours after being deposited with FedEx or any other established overnight courier service to the intended party addressed as follows:

Licensors: Troy Helling
City Manager
15625 East Stafford Street
City of Industry, CA 91744
Tel: (626) 333-2211
thelling@cityofindustry.org

With a Copy to: James M. Casso, City Attorney
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Tel: (626) 269-2980
jcasso@cassosparks.com

Licensee: Ahmad Bagheri, Executive Vice President
Group OHL North America
1920 Main Street, Suite 310
Irvine, CA 92614
Tel: (949) 242-4432

14. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Licensee hereby expressly waives all provisions of law providing for a change of venue due to the fact that the City may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between City and Licensee. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensors' or Licensee's prior written consent.

15. Authority. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

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

“LICENSOR”

“LICENSEE”

CITY OF INDUSTRY

OHL USA, Inc., dba Group OHL North America

By: _____
Troy Helling, City Manager

By: _____
Ahmad Bagheri, Executive Vice President

ATTEST:

Julie Gutierrez-Robles, City Clerk

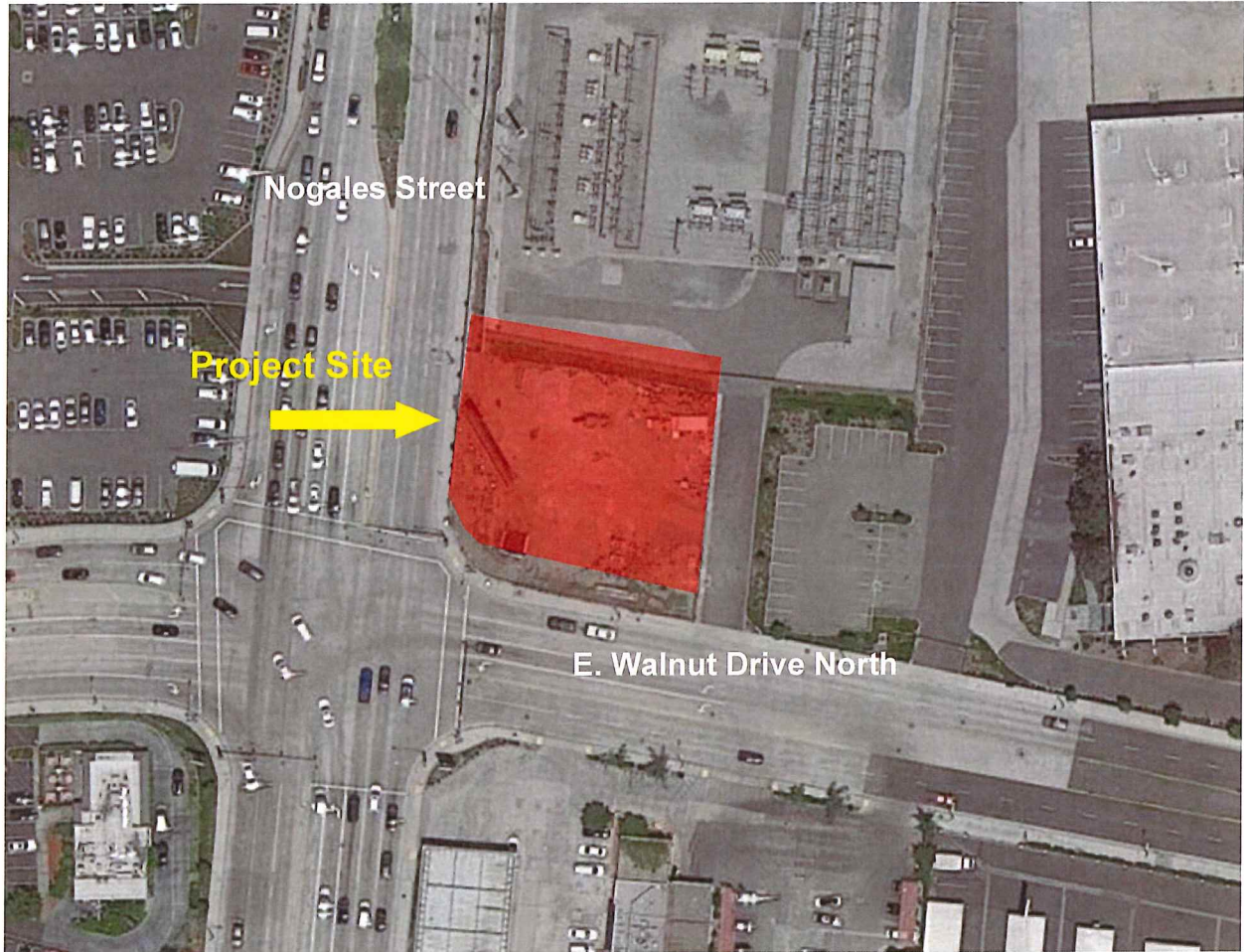
APPROVED AS TO FORM:

James M. Casso, City Attorney

EXHIBIT A

Legal Description

Assessor Parcel Number (APN) 8760-002-908 located at northeast corner of E. Walnut Drive North and Nogales Street, City of Industry, CA 91748. The area identified as “Project Site” in the map below by a red perimeter lines with red shading identifies the area of the Premises, where the Permitted use shall occur.



CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, City Engineer *JN*
Gerardo Perez, Project Manager, CNC Engineering

DATE: April 9, 2020

SUBJECT: Consideration of Change Order No. 2 for Contract No. CITY-1420R, Walnut Drive South Widening and Storm Drain Improvements (IPD 233), with PALP Inc. dba Excel Paving Company

Background:

On December 13, 2018, the City Council awarded Contract No. CITY-1420R, Walnut Drive South Widening and Storm Drain Improvements (IPD 233), in the amount of \$1,774,739.00 to PALP Inc. dba Excel Paving Company. The project consists of the installation of a precast reinforced concrete box that ties in to the existing outlet structure, grading, transition structures, catch basin inlets and an outfall structure. It also includes widening of the existing street, which involves asphalt pavement, curb and gutter, sidewalk, fencing, street lights and grading improvements.

Discussion:

On August 22, 2019, the City Council approved Change Order No. 1 in the amount of \$33,100.00;

- **Change Order No. 1** – Costs in the amount of \$33,100.00 were approved to install a subdrain system along the new reinforced concrete box, construct a concrete cut-off wall directly downstream of the existing storm drain and added two groundwater monitoring wells to measure any potential rise in groundwater.

As of March 26, 2020, the City Engineer reviewed the following change order for completeness and accuracy as to the materials and labor included:

- **Change Order No. 2** – As part of this project, a portion of private property was acquired by the City for a permanent storm drain easement located at the northwest corner of the private property. Temporary construction easements were also obtained to gain access to the site located on private property to complete various aspects of construction. The property owner, Shri Guru Singh Sabha, and the City agreed that the City would provide several site improvements within private property as payment for the easements.

These improvements include perimeter fencing and gate, driveway approach, a ramp connecting the parking lot and driveway, asphalt concrete pavement, curbing and grading. The total cost of these improvements is \$133,953.00.

Table 1 - Summary of Extra Costs

Contract Amount	\$1,774,739.00
Change Order No. 1	\$33,100.00
Change Order No. 2	\$133,953.00
Revised Project Cost	\$1,941,792.00

Fiscal Impact:

The revised contract amount including Change Order No. 1 and 2 totals \$1,941,792.00. On December 13, 2018, the City Council appropriated \$1,952,212.90 to this project as part of the FY 2018-2019 Capital Improvements Budget. No additional appropriations are needed at this time.

Recommendation:

Approve Change Order No. 2 in the amount of \$133,953.00 and authorize the Mayor to execute the approved change order

Exhibit:

- A. Change Order No. 2 dated April 9, 2020

TH/JN/GP:jf

EXHIBIT A

Change Order No. 2 dated April 9, 2020

[Attached]

CITY OF INDUSTRY

15651 E. Stafford St.
 City of Industry, CA 91744
 (626)333-2211

CHANGE ORDER

Change Order No. 2

Project Walnut Drive South Widening and Storm Drain Improvements **Contract No.** CITY-1420R **Date** April 9, 2020

Type Project Storm Drain and Street Improvements **Contractor** PALP dba Excel Paving Company

Location Walnut Drive South

Explanation:

Construct a new driveway including perimeter fencing and gate, driveway approach, a ramp connecting the parking lot and driveway, asphalt concrete pavement, curbing and grading.

Extra Work by: Contract Items X Negotiated T & M

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Construct new driveway and site improvements	1	\$133,953.00	\$133,953.00	
TOTAL COST				\$133,953.00	

T & M SUMMARY

*Labor Cost		Total Labor per Day	
*Equipment Cost (See attached breakdown)		Total Equipment per Day	
*Material Cost		Sub-Total	\$ -
(*Attach breakdown of labor, equipment and materials)			
CHANGE ORDER SUMMARY	% of Contract Amount	Other Additive (Profit & Bond Fee)	
Original Contract Amount	\$ 1,774,739.00	Total T & M	\$ -
Total Previous Change Orders	\$ 33,100.00 1.87%		
Total Change Orders	\$ 167,053.00 9.41%	Pay This CHANGE ORDER	\$133,953.00 7.55%

Authorized by _____ Additional Contract Days 20

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

MAX PARONELLI 3/31/2020
 Contractor Representative Date

Joshua Nelson - City Engineer Date

Gerardo Perez 03/31/2020
 Gerardo Perez, Project Manager Date



Excel Paving Company

P.O. Box 16405 | 2230 Lemon Ave.

Long Beach, CA 90806

P (562) 599-5841 | F (562) 591-7485

License No. 688659 | DIR 1000003331

CONTRACT CHANGE ORDER PROPOSAL

To Gerry Perez
City of Industry
15625 E Stafford Street
Industry, CA 91744

Date March 23, 2020

COP No. 002

Project **Walnut Drive South Widening and Storm Drain Improvements**

Project No. **CITY-1420R**

Item No.	Description	Quantity	Unit	Price	Extension
1	Added driveway at STA 18+17.31 per the provided Building and Safety Grading and Erosion Control Plan and Street Revision detail.	1	LS	\$ 133,953.00	\$ 133,953.00
					\$ -
					\$ -
TOTAL					\$ 133,953.00

ALL ORIGINAL TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

CHANGE ORDER NOTES AND CONDITIONS:

- 1 Please see the attached breakdown for this COP.
- 2 Added Days to Contract: 20 Work Days.
- 3 Price Includes: Equipment moves, layout and USA, traffic control, demo existing AC, concrete, fence and foundations, clear and grub, import dirt fill from stockpile onsite, rough and fine grading, concrete improvements, AC driveway including base material, fence and gate improvements, erosion control.
- 4 Work to be completed per attached plans.
- 5

Acknowledged and Agreed

March 23, 2020

Max Paronelli
Excel Paving Company

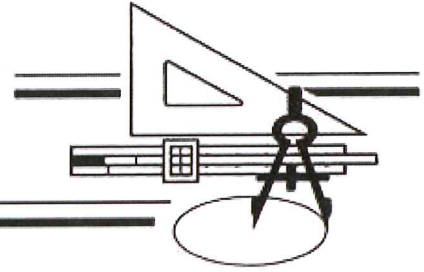
Date

Gerry Perez
City of Industry

Date

Excel Paving Company

PALP, Inc. dba Excel Paving Co. • General Engineering • Union Contractor
 CA License # 688659 • Types: A, C-12, C-31
 2230 Lemon Ave. • Long Beach • CA • 90806



Ph: (562) 599-5841 • FAX: (562) 591-7485

Cost Detail




































Project Name: 5621 Industry - Walnut Drive	Customer: City Of Industry
Job Number:	Billing Address: 15625 E. Stafford Street, Suite 100
Bid As:	Industry, CA 91744 USA
Estimator: Max Paronelli	Phone: (626) 333-2211
Project Address:	Contact:
Completion Date:	

Pay Items

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
D 100 - 3 - New Driveway Entrance At STA 18+17, Per Contract Dwg. No. 8A Of 16	1.00	LS	\$113,852.94	\$113,852.94
D Construct Revised Entrance At STA 18+23 (Plan Revision Delta No 2)	1.00	LS	\$113,852.94	\$113,852.94
D Mobilization, Traffic Control, Indirects	1.00	LS	\$13,330.40	\$13,330.40
D Equipment Moves	1.00	LS	\$2,500.00	\$2,500.00
P Equipment Move - Saw	1.00	EACH	\$200.00	\$200.00
P Equipment Move - Backhoe	1.00	EACH	\$300.00	\$300.00
P Equipment Move - Blade	1.00	EACH	\$250.00	\$250.00
P Equipment Move - Roller	1.00	EACH	\$250.00	\$250.00
P Equipment Move - AC Paving Crew	1.00	EACH	\$1,000.00	\$1,000.00
P Equipment Move - Scraper	1.00	EACH	\$500.00	\$500.00
D Layout And USA	2.00	WDAY	\$1,295.20	\$2,590.40
A Layout & Mark Utilities Crew (1.00 WDAY/DY, 2.00 DY)	2.00	WDAY	\$1,295.20	\$2,590.40
P Foreman	16.00	HR	\$96.00	\$1,536.00
P General Laborer	16.00	HR	\$65.90	\$1,054.40
D Subcontractor Support	1.00	LS	\$3,885.60	\$3,885.60
D Concrete Sub	2.00	WDAY	\$1,295.20	\$2,590.40
A Sub Support - Concrete (1.00 WDAY/DY, 2.00 DY)	2.00	WDAY	\$1,295.20	\$2,590.40
P Foreman	16.00	HR	\$96.00	\$1,536.00
P General Laborer	16.00	HR	\$65.90	\$1,054.40
D Fence Sub	1.00	WDAY	\$1,295.20	\$1,295.20
A Sub Support - Fence Sub (1.00 WDAY/DY, 1.00 DY)	1.00	WDAY	\$1,295.20	\$1,295.20
P Foreman	8.00	HR	\$96.00	\$768.00
P General Laborer	8.00	HR	\$65.90	\$527.20
P Supervision	1.00	LS	\$2,500.00	\$2,500.00
D Water And Dust Control For Project	1.00	LS	\$300.00	\$300.00
* Construction Water - Buy	200.00	MGAL	\$1.50	\$300.00
D Traffic Control	1.00	LS	\$1,554.40	\$1,554.40
P Traffic Control Material	1.00	LS	\$500.00	\$500.00

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
(Item 100 - 3 - New Driveway Entrance At STA 18+17, Per Contract Dwg. No. 8A Of 16 continued)				
Set Up And Remove Traffic Control	1.00	WDAY	\$1,054.40	\$1,054.40
Traffic Control Set Up/Take Down (1.00 WDAY/DY, 1.00 DY)	1.00	WDAY	\$1,054.40	\$1,054.40
General Laborer [2]	8.00	HR	\$65.90	\$1,054.40
Demo And Remove Existing Obstructions, Existing AC (60 CY), Existing Fence And Foundations (80 LF, 5 CY), Existing PCC Sidewalk And Curb And Gutter (15 CY)	80.00	CY	\$255.16	\$20,412.48
MP - 2/20/2020 9:35 AM:				
Includes misc fence and post demo, exist AC demo, and clear and grub of any misc material.				
Labor & Equipment	80.00	CY	\$211.41	\$16,912.48
AC & PCC Demolition Sawcut Crew (250.00 LF/DY, 1.00 DY)	250.00	LF	\$6.27	\$1,566.40
Concrete Saw	8.00	HR	\$64.00	\$512.00
General Laborer [2]	8.00	HR	\$65.90	\$1,054.40
AC & PCC Demolition Load Crew - Backhoe (40.00 CY/DY, 2.00 DY)	80.00	CY	\$114.08	\$9,126.08
Backhoe Cat 446	16.00	HR	\$74.00	\$1,184.00
Backhoe Cat 416C With 2000 LB Breaker	16.00	HR	\$181.88	\$2,910.08
Foreman	16.00	HR	\$96.00	\$1,536.00
Operating Engineer	16.00	HR	\$86.70	\$1,387.20
General Laborer [2]	16.00	HR	\$65.90	\$2,108.80
Trucking (2.00 DY, 2.00 Trucks, 0.63 LOAD/HR)	10.00	LOAD	\$272.00	\$2,720.00
Dump Fee - Solids	10.00	LOAD	\$350.00	\$3,500.00
Clear And Grub (Grass Removal)	3,500.00	SF	\$1.00	\$3,500.00
Import Fill From Stockpile	553.00	CY	\$13.63	\$7,535.20
MP - 2/21/2020 10:57 AM:				
Excel takeoff shows 1342 CY total fill for project.				
MP - 3/23/2020 9:16 AM:				
City confirms the correct amount to be 553 CY of import, 1 day for crew to import from onsite stockpile.				
Labor & Equipment	553.00	CY	\$13.63	\$7,535.20
Fill And Rough Grade	553.00	CY	\$13.63	\$7,535.20
Fill And Rough Grade (553.00 CY/DY, 1.00 DY)	553.00	CY	\$13.63	\$7,535.20
Scraper Cat 623	8.00	HR	\$114.00	\$912.00
Blade Cat 140	8.00	HR	\$74.00	\$592.00
Skiploader	8.00	HR	\$31.00	\$248.00
Water Truck 2,000 Gallon	8.00	HR	\$21.90	\$175.20
Compactor Bomag	8.00	HR	\$39.70	\$317.60
Foreman	8.00	HR	\$96.00	\$768.00
Grade Checker	8.00	HR	\$86.70	\$693.60
Operating Engineer [4]	8.00	HR	\$86.70	\$2,774.40
General Laborer [2]	8.00	HR	\$65.90	\$1,054.40
Rough Grade Entire Project Area	6,400.00	SF	\$0.92	\$5,876.00
Labor & Equipment	6,400.00	SF	\$0.92	\$5,876.00
Rough Grade Project Area	6,400.00	SF	\$0.92	\$5,876.00
Fill And Rough Grade (6,400.00 SF/DY, 1.00 DY)	6,400.00	SF	\$0.92	\$5,876.00
Blade Cat 140	8.00	HR	\$74.00	\$592.00
Skiploader	8.00	HR	\$31.00	\$248.00

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
<i>(Item 100 - 3 - New Driveway Entrance At STA 18+17, Per Contract Dwg. No. 8A Of 16 continued)</i>				
Roller 3 - 5 Ton	8.00	HR	\$33.00	\$264.00
Water Truck 2,000 Gallon	8.00	HR	\$21.90	\$175.20
Foreman	8.00	HR	\$96.00	\$768.00
Grade Checker	8.00	HR	\$86.70	\$693.60
Operating Engineer [3]	8.00	HR	\$86.70	\$2,080.80
General Laborer [2]	8.00	HR	\$65.90	\$1,054.40
Fine Grade For Concrete And Asphalt Work	4,000.00	SF	\$0.99	\$3,958.40
Fine Grade For Concrete And Asphalt	4,000.00	SF	\$0.99	\$3,958.40
Fine Grade Crew - Skidloader (4,000.00 SF/DY, 1.00 DY)	4,000.00	SF	\$0.99	\$3,958.40
Skidloader	8.00	HR	\$31.00	\$248.00
Roller 10 - 12 Ton Rex	8.00	HR	\$40.70	\$325.60
Water Truck 2,000 Gallon	8.00	HR	\$21.90	\$175.20
Foreman	8.00	HR	\$96.00	\$768.00
Operating Engineer [2]	8.00	HR	\$86.70	\$1,387.20
General Laborer [2]	8.00	HR	\$65.90	\$1,054.40
Construct Curb	230.00	LF	\$33.00	\$7,590.00
Concrete Curb (C.L. Concrete)	230.00	LF	\$33.00	\$7,590.00
Construct Driveway	1.00	EACH	\$8,000.00	\$8,000.00
Concrete Driveway (C.L. Concrete)	1.00	LS	\$8,000.00	\$8,000.00
Construct AC Driveway	1.00	LS	\$16,128.86	\$16,128.86
Place CAB 4" - Skip (2785 SF)	65.00	TON	\$88.88	\$5,777.05
Materials	65.00	TON	\$28.93	\$1,880.25
Crushed Aggregate Base - T & T	71.50	TON	\$26.16	\$1,870.44
Environmental Fee Aggregates	3.00	LOAD	\$3.27	\$9.81
Labor & Equipment	65.00	TON	\$59.95	\$3,896.80
Place Base And Fine Grade	65.00	TON	\$59.95	\$3,896.80
Place Base And Fine Grade (65.00 TON/DY, 1.00 DY)	65.00	TON	\$59.95	\$3,896.80
Skidloader	8.00	HR	\$31.00	\$248.00
Roller 3 - 5 Ton	8.00	HR	\$33.00	\$264.00
Water Truck 2,000 Gallon	8.00	HR	\$21.90	\$175.20
Foreman	8.00	HR	\$96.00	\$768.00
Operating Engineer [2]	8.00	HR	\$86.70	\$1,387.20
General Laborer [2]	8.00	HR	\$65.90	\$1,054.40
AC Paving 3" - Machine (2785 SF)	50.00	TON	\$207.04	\$10,351.81
Material	50.00	TON	\$91.76	\$4,587.81
Asphalt Concrete - T & T	60.00	TON	\$76.30	\$4,578.00
Environmental Fee Asphalt Concrete	3.00	LOAD	\$3.27	\$9.81
Labor & Equipment	50.00	TON	\$115.28	\$5,764.00
Asphalt Concrete Paving Crew - Machine End Dump (100.00 TON/DY, 0.50 DY)	50.00	TON	\$115.28	\$5,764.00
Paving Machine Cedar Rapids	4.00	HR	\$135.00	\$540.00
Roller 10 - 12 Ton Rex [2]	4.00	HR	\$40.70	\$325.60
Truck Tack	4.00	HR	\$15.50	\$62.00
Skidloader	4.00	HR	\$31.00	\$124.00
Street Sweeper	4.00	HR	\$150.00	\$600.00
Truck Oil Tanker	4.00	HR	\$235.00	\$940.00
Foreman	4.00	HR	\$96.00	\$384.00

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
<i>(Item 100 - 3 - New Driveway Entrance At STA 18+17, Per Contract Dwg. No. 8A Of 16 continued)</i>				
 Paving Machine Operator	4.00	HR	\$86.70	\$346.80
 Roller Operator [2]	4.00	HR	\$86.70	\$693.60
 Screedman [2]	4.00	HR	\$86.70	\$693.60
 Raker [2]	4.00	HR	\$65.90	\$527.20
 Shoveler [2]	4.00	HR	\$65.90	\$527.20
 Construct V-Ditch	41.00	LF	\$254.18	\$10,421.20
 Fine Grade Concrete V-Ditch	41.00	LF	\$14.18	\$581.20
 Fine Grade V-Ditch	41.00	LF	\$14.18	\$581.20
 Fine Grade Crew - Curb & Gutter (82.00 LF/DY, 0.50 DY)	41.00	LF	\$14.18	\$581.20
 Water Buffalo	4.00	HR	\$13.50	\$54.00
 General Laborer [2]	4.00	HR	\$65.90	\$527.20
 Construct V-Ditch (Southwest V Ditch)	41.00	LF	\$240.00	\$9,840.00
 Fence Subcontractor (Ferreira Construction Company, Inc.)	1.00	LS	\$7,640.00	\$7,640.00
 Final Fine Grade Slope	3,500.00	SF	\$1.09	\$3,829.60
 Fine Grade Slope	3,500.00	SF	\$1.09	\$3,829.60
 Fine Grade Crew - Skiploader (3,500.00 SF/DY, 1.00 DY)	3,500.00	SF	\$1.09	\$3,829.60
 Skiploader	8.00	HR	\$31.00	\$248.00
 Roller 3 - 5 Ton	8.00	HR	\$33.00	\$264.00
 Water Buffalo	8.00	HR	\$13.50	\$108.00
 Foreman	8.00	HR	\$96.00	\$768.00
 Operating Engineer [2]	8.00	HR	\$86.70	\$1,387.20
 General Laborer [2]	8.00	HR	\$65.90	\$1,054.40
 Erosion Control	1.00	LS	\$9,130.80	\$9,130.80
 Water Pollution Control	1.00	LS	\$7,380.80	\$7,380.80
 Materials	1.00	LS	\$3,276.00	\$3,276.00
* Sand Bags	50.00	EACH	\$1.00	\$50.00
* Straw Wattles	25.00	EACH	\$30.00	\$750.00
* Gravel Bags	50.00	EACH	\$1.00	\$50.00
* Catch Basin Protection	2.00	EACH	\$250.00	\$500.00
* Construction Entrance - Rumble Strip Plate	1.00	EACH	\$400.00	\$400.00
 Washed 3" Rock	20.00	TON	\$32.70	\$654.00
 Wood Mulch (15 CY)	1.00	LS	\$872.00	\$872.00
 Labor & Equipment	1.00	LS	\$4,104.80	\$4,104.80
 Install Construction Entrance (1.00 WDAY/DY, 1.00 DY)	1.00	WDAY	\$1,996.00	\$1,996.00
 Skiploader	8.00	HR	\$31.00	\$248.00
 Operating Engineer	8.00	HR	\$86.70	\$693.60
 General Laborer [2]	8.00	HR	\$65.90	\$1,054.40
 Install Fiber Rolls, Wood Mulch, Gravel Bag Check Dam, SD Inlet (1.00 WDAY/DY, 2.00 DY)	2.00	WDAY	\$1,054.40	\$2,108.80
 General Laborer [2]	16.00	HR	\$65.90	\$2,108.80
 Hydroseed	2,500.00	SF	\$0.70	\$1,750.00

Direct Cost Totals

	<u>Amount</u>	<u>Percent of Direct Cost</u>
Labor:	\$40,689.20	35.74%
Equipment Owned:	\$8,629.60	7.58%
Equipment Rented:	\$4,450.08	3.91%
Materials Owned:	\$0.00	0.00%
Materials Purchased:	\$7,994.06	7.02%
Subcontracted:	\$34,820.00	30.58%
Trucking Owned:	\$0.00	0.00%
Trucking Hired:	\$2,720.00	2.39%
Miscellaneous:	\$5,550.00	4.87%
Plug:	\$9,000.00	7.90%
Direct Cost:	<u>\$113,852.94</u>	

Pay Item Summary

	<u>Amount</u>	<u>Percent of Bid Price</u>
Total Direct Cost:	\$113,852.94	84.99%
Total DC Adds/Cuts:	\$0.00	0.00%
Total Indirect Cost:	\$0.00	0.00%
Total Bond:	\$791.04	0.59%
Total Overall Cost:	\$114,643.98	85.59%
Total Overhead:	\$6,878.64	5.14%
Total Profit:	\$12,430.38	9.28%
Total Margin:	\$19,309.02	14.41%
Total Bid Price:	<u>\$133,953.00</u>	