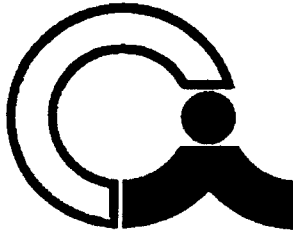


CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING AGENDA

JANUARY 12, 2017
9:00 AM



Mayor Mark Radecki
Mayor Pro Tem Cory Moss
Council Member Abraham Cruz
Council Member Roy Haber, III
Council Member Newell Ruggles

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

Addressing the City Council:

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

Americans with Disabilities Act:

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

Agendas and other writings:

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

-
1. Call to Order
 2. Flag Salute
 3. Roll Call

4. Public Comments

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 January 12, 2016.

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

6. **ACTION ITEMS**

6.1 Consideration of a Professional Services Agreement between the City and Martin & Chapman Co., to provide election services and supplies for the June 6, 2017 election in an amount not-to-exceed \$18,500.00.

RECOMMENDED ACTION: Approve the Agreement.

6.2 Discussion and appointment of one (1) City representative to serve on the Civic-Recreational-Industrial Authority.

RECOMMENDED ACTION: Discuss and appoint one representative to serve on the Civic-Recreational Authority Board.

6.3 Update regarding the Valley Boulevard Reconstruction Pavement Subgrade Project, Contract No. CITY-1421.

RECOMMENDED ACTION: Receive and file the report.

6.4 Consideration to reject bids received for the Industry Business Center East Side Streetlight and Cabling Plan.

RECOMMENDED ACTION: Reject all bids.

6.5 Consideration to authorize the Public Utilities Director to Procure Resource Adequacy Capacity Products on behalf of the City of Industry in an amount not-to-exceed \$250,000.00.

RECOMMENDED ACTION: Authorize the Public Utilities Director to Procure Resource Adequacy Capacity Products.

7. **PUBLIC HEARING**

- 7.1 Public Hearing to consider Ordinance No. 799 adopting Title 33 of the Los Angeles County Existing Building Code, incorporating by reference the California Existing Building Code, with local amendments.

Consideration of Ordinance No. 799 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE; INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME.

RECOMMENDED ACTION: Waive further reading and adopt Ordinance No. 799.

8. **CITY COUNCIL COMMITTEE REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

- 11.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4):
One Case.
- 11.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1), City of Industry v.
ZEREP Management Corporation, et al., Case No. BC 583096
Los Angeles County Superior Court
- 11.3 Conference with real property negotiators pursuant to Government Code
Section 54956.8

Property: Industry Business Center, Diamond Bar Creek Area
(portions of APNs 8719-007-921, 8719-007-930,
8719-009-905, and 8719-009-908)

City Negotiators: Paul J. Philips, City Manager and
James M. Casso, City Attorney

Negotiating Party: Successor Agency to the Industry Urban-
Development Agency
Paul J. Philips, Executive Director and
James M. Casso, Agency Legal Counsel

Under Negotiation: Price and Terms of Payment

11.4 Conference with real property negotiators pursuant to Government Code Section 54956.8

Property: Tres Hermanos Property – APN: 8701-021-271, 8701-022-270, and 8701-022-273 (Los Angeles County), 1000-011-19, 1000-011-20, 1000-011-21, And 1000-011-22, 1000-021-13, 1000-021-14, 1000-031-14 and 1000-031-15 (San Bernardino County)

City Negotiators: Paul J. Philips, City Manager and James M. Casso, City Attorney

Negotiating Party: Successor Agency to the Industry Urban-Development Agency
Paul J. Philips, Executive Director and James M. Casso, Agency Legal Counsel

Under Negotiation: Price and Terms of Payment

12. Adjournment to Thursday, January 26, 2017 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF JANUARY 12, 2017**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	945,497.75
120	CAPITAL IMPROVEMENT FUND	290,262.88
161	IPUC - ELECTRIC	144,524.56
TOTAL ALL FUNDS		1,380,285.19

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	0.00
PROP/A	PROP A - CKING ACCOUNT	0.00
REF	REFUSE - CKING ACCOUNT	0.00
WFBK	WELLS FARGO - CKING ACCOUNT	1,380,285.49
TOTAL ALL BANKS		1,380,285.49

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
WELLS FARGO BANK
January 12, 2017**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
65386	12/16/2016	ALL AMERICAN CONTRACTING		\$108,396.00
	Invoice	Date	Description	Amount
	16200-1	12/14/2016	DEPOSIT-REMODELING OF 16200-5 TEMPLE AVE	\$108,396.00
65387	12/16/2016	ALL AMERICAN CONTRACTING		\$39,553.00
	Invoice	Date	Description	Amount
	16224-1	12/14/2016	DEPOSIT-REMODELING OF 16224 TEMPLE AVE	\$39,553.00
65388	12/16/2016	BANK OF AMERICA - VISA		\$7,285.74
	Invoice	Date	Description	Amount
	2017-00000670	12/06/2016	11/07-12/6/16 CREDIT CARD EXPENSES-PHILIPS	\$7,285.74
65389	12/16/2016	VETERANS BENEFIT TEAM ROPING		\$40,000.00
	Invoice	Date	Description	Amount
	10/27/16	12/16/2016	GRANT AGREEMENT	\$40,000.00
65390	12/19/2016	TROUSDALE CONSULTING		\$15,800.00
	Invoice	Date	Description	Amount
	INV-01	11/30/2016	PROF SVC-EL ENCANTO	\$15,800.00
65391	12/21/2016	AT & T		\$8.97
	Invoice	Date	Description	Amount
	2017-00000678	12/01/2016	12/1-12/31/16 SVC-CITY WHITE PAGES	\$8.97
65392	12/21/2016	FRONTIER		\$1,147.18
	Invoice	Date	Description	Amount
	2017-00000679	12/28/2016	12/4/16-1/31/17 SVC-EM-21858 GARCIA LN ALARM	\$61.82
	2017-00000680	12/28/2016	12/4/16-1/31/17 SVC-GS-21620 VALLEY BLVD	\$53.49
	2017-00000681	12/27/2016	12/1-12/31/16 SVC-VARIOUS GENERATOR SITES	\$1,031.87
65393	12/21/2016	GAS COMPANY, THE		\$565.12

**CITY OF INDUSTRY
WELLS FARGO BANK
January 12, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2017-00000674	12/28/2016	11/2-12/3/16 SVC-15633 RAUSCH RD	\$84.46
	2017-00000682	12/28/2016	11/2-12/3/16 SVC-15625 STAFFORD ST APT B	\$134.78
	2017-00000683	12/28/2016	11/2-12/3/16 SVC-15625 STAFFORD ST APT A	\$153.64
	2017-00000684	12/28/2016	11/1-12/2/16 SVC-15651 STAFFORD ST	\$192.24
65394	12/21/2016		SO CALIFORNIA EDISON COMPANY	\$7,169.38
	Invoice	Date	Description	Amount
	2017-00000675	12/06/2016	11/2-12/5/16 SVC-208 S WADDINGHAM WAY CP	\$132.04
	2017-00000676	12/07/2016	11/2-12/5/16 SVC-15625 STAFFORD ST	\$3,630.73
	2017-00000677	12/06/2016	11/1-12/1/16 SVC-VARIOUS SITES-INTERCONNECT	\$1,895.29
	15660STAFFNOV16	12/07/2016	10/27-11/29/16 SVC-15660 STAFFORD ST	\$1,511.32
65395	12/21/2016		SO CALIFORNIA EDISON COMPANY	\$210.14
	Invoice	Date	Description	Amount
	7500724060	12/05/2016	8/1-8/31/16 SVC-RELIABILITY SVC	\$210.14
65396	12/21/2016		SUBURBAN WATER SYSTEMS	\$197.56
	Invoice	Date	Description	Amount
	180050845673	12/05/2016	11/3-12/5/16 SVC-NE CNR VALLEY-STIMS	\$197.56
65397	12/22/2016		AT & T	\$225.00
	Invoice	Date	Description	Amount
	8962012611	12/01/2016	12/01-12/31/16 SVC - 600 S BREA CYN-METROLINK	\$225.00
65398	12/22/2016		CALPINE ENERGY SOLUTIONS, LLC	\$114,609.07
	Invoice	Date	Description	Amount
	163480006550588	12/13/2016	WHOLESALE GAS-NOV 2016	\$14.64
	163500006558348	12/15/2016	WHOLESALE USE-NOV 2016	\$114,594.43
65399	12/22/2016		CITY OF CHINO HILL UTILITY	\$204.26

**CITY OF INDUSTRY
WELLS FARGO BANK
January 12, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2017-00000685	12/14/2016	11/14-12/12/16 SVC - 1550 RANCHO HILLS DR	\$204.26
65400	12/22/2016		FRONTIER	\$1,757.04
	Invoice	Date	Description	Amount
	2017-00000692	12/01/2016	12/01-12/31/16 SVC - VARIOUS SITES	\$941.06
	2017-00000693	12/07/2016	12/07-01/06/17 SVC - GS-408 BREA CYN RD	\$26.52
	2017-00000694	12/10/2016	12/10-01/09/17 SVC - GENERATOR SITE-TELEMETRY	\$145.29
	841 7TH-DEC16	12/10/2016	12/10-01/09/17 SVC - 841 SEVENTH	\$97.04
	2017-00000695	12/10/2016	12/10-01/09/17 SVC - GENERATOR SITE-TELEMETRY	\$50.81
	2017-00000696	12/10/2016	12/10-01/09/17 SVC - EM-21808 GARCIA LN-ALARM	\$61.82
	2017-00000697	12/10/2016	12/10-01/09/17 SVC - 600 BREA CYN RD	\$218.08
	2017-00000698	12/10/2016	12/10-01/09/17 SVC - EM-21508 BAKER PKWY BLDG	\$50.81
	2017-00000699	12/16/2016	12/16-01/15/17 SVC - PUENTE HILLS AUTO PLAZA	\$165.61
65401	12/22/2016		GAS COMPANY, THE	\$72.44
	Invoice	Date	Description	Amount
	2017-00000686	12/07/2016	11/01-12/01/16 SVC - 1 INDUSTRY HILLS PKWY UNIT	\$58.14
	2017-00000687	12/15/2016	11/14-12/13/16 SVC - 610 S. BREA CYN RD	\$14.30
65402	12/22/2016		SAN GABRIEL VALLEY WATER CO.	\$302.22
	Invoice	Date	Description	Amount
	2017-00000688	12/15/2016	11/15-12/14/16 SVC - 14329 VALLEY	\$182.78
	2017-00000689	12/16/2016	11/16-12/15/16 SVC - 336 EL ENCANTO	\$119.44
65403	12/22/2016		SO CALIFORNIA EDISON COMPANY	\$3,197.11
	Invoice	Date	Description	Amount
	2017-00000700	12/08/2016	11/01-12/01/16 SVC - NOGALES ST/SAN JOSE AVE	\$446.45
	2017-00000701	12/08/2016	11/04-12/07/16 SVC - 1123 HATCHER AVE STE A	\$151.54
	2017-00000702	12/08/2016	11/04-12/07/16 SVC - 1135 HATCHER AVE	\$229.31
	2017-00000703	12/09/2016	11/04-12/07/16 SVC - VARIOUS SITES	\$111.50

**CITY OF INDUSTRY
WELLS FARGO BANK
January 12, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2017-00000704	12/10/2016	11/01-12/01/16 SVC - GALE AVE/L ST	\$34.07
	2017-00000705	12/13/2016	11/09-12/12/16 SVC - 575 BALDWIN PARK AVE U	\$70.19
	2017-00000706	12/13/2016	10/13-12/08/16 SVC - VALLEY BLVD U-VARIOUS SITES	\$652.33
	2017-00000707	12/14/2016	11/10-12/13/16 SVC - 490 7TH U	\$59.82
	2017-00000708	12/15/2016	11/14-12/14/16 SVC - 19835 E WALNUT DRIVE	\$76.88
	2017-00000709	12/17/2016	11/16-12/16/16 SVC - 1341 FULLERTON RD	\$33.22
	2017-00000710	12/17/2016	11/16-12/16/16 SVC - 17635 GALE	\$1,331.80
65404	12/22/2016		VERIZON BUSINESS	\$161.13
	Invoice	Date	Description	Amount
	2017-00000690	12/10/2016	11/01-11/30/16 SVC - VARIOUS SITES	\$36.66
	2017-00000691	12/10/2016	11/01-11/30/16 SVC - VARIOUS SITES	\$124.47
65405	12/22/2016		WALNUT VALLEY WATER DISTRICT	\$9,164.84
	Invoice	Date	Description	Amount
	2491663	12/08/2016	11/01-11/30/16 SVC-60 FWY INTERCHANGE FAIRWAY	\$18.87
	2491498	12/08/2016	11/01-11/30/16 SVC-IRR 820 FAIRWAY DR	\$103.44
	2491550	12/08/2016	11/01-11/30/16 SVC-LEMON AVE N OF CURRIER RD	\$67.78
	2491600	12/08/2016	11/01-11/30/16 SVC-FERRERO & GRAND EAST RAMP	\$465.30
	2491660	12/08/2016	11/01-11/30/16 SVC-BREA CYN 100' N OF RR TRKS	\$105.26
	2491661	12/08/2016	11/01-11/30/16 SVC-BREA CYN 60' N OF CURRIER	\$22.13
	2491584	12/08/2016	11/01-11/30/16 SVC-BREA CYN RD & OLD RANCH RD	\$40.07
	2491647	12/08/2016	11/01-11/30/16 SVC-BAKER PKY & GRAND N/W CNR	\$1,493.83
	2491627	12/08/2016	11/01-11/30/16 SVC-22002 VALLEY BLVD	\$217.74
	2491617	12/08/2016	11/01-11/30/16 SVC-BAKER PKY METER #1	\$365.56
	2491618	12/08/2016	11/01-11/30/16 SVC-MAKER PKY METER #2	\$338.41
	2491624	12/08/2016	11/01-11/30/16 SVC-GRAND AVE XING-1200'E OF	\$73.34
	2491625	12/08/2016	11/01-11/30/16 SVC-GRAND XING-1200'E OF BAKER	\$73.34
	2491644	12/08/2016	11/01-11/30/16 SVC-21350 VALLEY-MEDIAN	\$64.52
	2491645	12/08/2016	11/01-11/30/16 SVC-GRAND CROSSING EAST-35'W	\$41.70
	2491646	12/08/2016	11/01-11/30/16 SVC-GRAND CROSSING WEST-25'	\$54.74

**CITY OF INDUSTRY
WELLS FARGO BANK
January 12, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2491654	12/08/2016	11/01-11/30/16 SVC-E/S GRAND 215'S/O BAKER PKY	\$119.74
	2491681	12/08/2016	11/01-11/30/16 SVC-END OF BAKER PKY-TEMP	\$5,153.97
	2492612	12/08/2016	11/01-11/30/16 SVC-NOGALES PUMP STATION	\$56.17
	2492524	12/08/2016	11/01-12/01/16 SVC-19835 WALNUT DR	\$101.84
	2492368	12/08/2016	11/01-12/01/16 SVC-PUMP STN N/W CHERYL	\$23.77
	2492388	12/08/2016	11/01-12/01/16 SVC-PUMP STN BREA CYN	\$163.32
65406	12/22/2016		CARLSON, CALLADINE &	\$55,139.54
	Invoice	Date	Description	Amount
	19080	10/07/2016	LEGAL SVC-SEP 2016	\$26,216.00
	19147	11/11/2016	LEGAL SVC-OCT 2016	\$12,695.00
	19233	12/12/2016	LEGAL SVC-NOV 2016	\$16,228.54
65407	12/22/2016		HUMANA INSURANCE COMPANY	\$4,837.49
	Invoice	Date	Description	Amount
	389690321	12/13/2016	DENTAL PREMIUM-JAN 2017	\$4,837.49
65408	12/22/2016		INDUSTRY MANUFACTURERS	\$72,226.03
	Invoice	Date	Description	Amount
	NOVEMBER 2016	12/16/2016	EXPENSE REIMBURSEMENT FOR NOV 2016	\$72,226.03
65409	12/22/2016		KLINE'S PLUMBING, INC.	\$1,875.00
	Invoice	Date	Description	Amount
	10194	11/29/2016	EMERGENCY REPAIR-HOMESTEAD	\$1,875.00
65410	12/22/2016		MUTUAL OF OMAHA	\$5,684.36
	Invoice	Date	Description	Amount
	000601120348	01/01/2017	LIFE INSURANCE PREMIUM-JAN 2017	\$5,684.36
65411	12/22/2016		STATE WATER RESOURCES	\$18,271.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
January 12, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	WD-0119808	12/01/2016	ANNUAL PERMIT FEE-MUN SEPARATE	\$2,994.00
	WD-0119314	12/01/2016	ANNUAL PERMIT FEE-15651 STAFFORD	\$11,195.00
	WD-0116901	12/01/2016	ANNUAL PERMIT FEE-IBC EAST	\$4,082.00
65412	12/22/2016		TELEPACIFIC COMMUNICATIONS	\$5,800.29
	Invoice	Date	Description	Amount
	84979963-0	11/30/2016	INTERNET SVC-CITY/METRO/IPUC	\$5,800.29
65413	12/22/2016		UNUM LIFE INSURANCE COMPANY	\$5,474.40
	Invoice	Date	Description	Amount
	1/1/17-1/31/17	12/19/2016	LONG TERM CARE PREMIUM-JAN 2017	\$5,474.40
65414	01/05/2017		FIDELITY SECURITY LIFE	\$1,366.67
	Invoice	Date	Description	Amount
	526240	01/01/2017	VISION PREMIUM-JAN 2017	\$1,366.67
65415	01/05/2017		VOIDED- PAPER JAM	\$0.00
65416	01/05/2017		VOIDED- PAPER JAM	\$0.00
65417	01/05/2017		VOIDED- PAPER JAM	\$0.00
65418	01/05/2017		VOIDED- PAPER JAM	\$0.00
65419	01/05/2017		VOIDED- PAPER JAM	\$0.00
65420	01/05/2017		VOIDED- PAPER JAM	\$0.00

**CITY OF INDUSTRY
WELLS FARGO BANK
January 12, 2017**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
65421	01/05/2017	VOIDED- PAPER JAM		\$0.00
65422	01/05/2017	VOIDED- PAPER JAM		\$0.00
65423	01/05/2017	VOIDED- PAPER JAM		\$0.00
65424	01/12/2017	ALVAKA NETWORKS		\$7,955.00
	Invoice	Date	Description	Amount
	157963NP	11/30/2016	TRIP CHARGE	\$275.00
	158003	12/14/2017	ADD'L HOURS FOR DEC 2016	\$7,680.00
65425	01/12/2017	APPLIED METERING		\$2,190.00
	Invoice	Date	Description	Amount
	5595	12/01/2016	UTILITY OPERATIONS AND MAINT SVC	\$2,190.00
65426	01/12/2017	ARAMARK REFRESHMENT SERVICE,		\$85.86
	Invoice	Date	Description	Amount
	8657725	12/21/2016	OFFICE SUPPLIES	\$85.86
65427	01/12/2017	B. SHACKMAN COMPANY		\$246.17
	Invoice	Date	Description	Amount
	72943	12/12/2016	STORE MERCHANDISE-HOMESTEAD	\$246.17
65428	01/12/2017	BLAKE AIR CONDITIONING		\$428.64
	Invoice	Date	Description	Amount
	42956	12/08/2016	A/C MAINT-CITY HALL	\$428.64
65429	01/12/2017	BROWN RUDNICK, LLP		\$25,002.40

**CITY OF INDUSTRY
WELLS FARGO BANK**

January 12, 2017

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	707925	12/01/2016	PROF SVC-NOV 2016	\$25,002.40
65430	01/12/2017		CARLSON, CALLADINE &	\$26,216.00
	Invoice	Date	Description	Amount
	16080	10/07/2017	LEGAL SVC-SEP 2016	\$26,216.00
65431	01/12/2017		CASSO & SPARKS, LLP	\$71,912.35
	Invoice	Date	Description	Amount
	20191	12/15/2016	COI-LEGAL SVC FOR AUG 2016	\$71,912.35
65432	01/12/2017		CHEM PRO LABORATORY, INC	\$269.00
	Invoice	Date	Description	Amount
	611760	11/23/2016	WATER TREATMENT-NOV 2016	\$269.00
65433	01/12/2017		CITY OF INDUSTRY	\$1,376.61
	Invoice	Date	Description	Amount
	2017-00000035	01/13/2016	IH FUEL PUMP-SECURITY VEHICLES	\$848.72
	2017-00000037	11/30/2016	IH FUEL PUMP-CITY VEHICLES	\$527.89
65434	01/12/2017		CITY OF INDUSTRY-PAYROLL ACCT	\$150,000.00
	Invoice	Date	Description	Amount
	P/R 12/31/16	12/21/2016	REIMBURSE PAYROLL 12/31/16	\$150,000.00
65435	01/12/2017		CITY OF SOUTH EL MONTE	\$2,000.00
	Invoice	Date	Description	Amount
	1084	12/15/2016	COALITION SR60 PROJ-DEC 2016	\$2,000.00
65436	01/12/2017		CMTA	\$155.00
	Invoice	Date	Description	Amount
	2016-099	11/28/2016	MEMBERSHIP DUES FOR FY 2016/2017	\$155.00

**CITY OF INDUSTRY
WELLS FARGO BANK
January 12, 2017**

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

Check	Date	Payee Name	Check Amount
65437	01/12/2017	CNC ENGINEERING	\$215,610.98
	Invoice		
	012017	MEALS/WHEELS RENT-JAN 2017	\$5,000.00
	455218	ON-CALL STREET MAINT PROGRAM	\$2,152.79
	455219	WALNUT DR SOUTH WIDENING	\$2,716.26
	455220	VALLEY BLVD PAVEMENT RECONSTRUCION	\$21,233.74
	455221	CLARK AVE WIDENING	\$1,706.19
	455222	GENERAL ENGINEERING-CIP	\$36,001.18
	455223	GENERAL ENGINEERING SVC-MAINT OF CITY	\$39,315.32
	455224	TONNER CYN PROPERTY	\$1,003.92
	455225	ATLAS-LEGAL DESCRIPTIONS	\$105.35
	455226	PUENTE VALLEY OPERABLE UNIT	\$1,790.73
	455227	CITY ELECTRICAL FACILITIES	\$1,034.82
	455228	PUENTE BASIN WATER MASTER ISSUES	\$223.60
	455229	TRES HERMANOS GENERAL ENGINEERING	\$654.78
	455230	MAINT OF CITY HALL	\$95.40
	455231	PUC RAILROAD SAFETY UPGRADE	\$1,579.76
	455232	SAFETY UPGRADE AT VARIOUS RR CROSSINGS	\$415.73
	455233	TRAFFIC SIGNAL AT DON JULIAN/SIXTH AVE	\$683.70
	455234	SANITATION DISTRICT INTERMODAL FACILITY	\$65.43
	566235	SAN JOSE AVE RECNSTRUCTION	\$3,306.16
	455236	TRAFFIC SIGNAL AT NELSON AVE/SUNSET AVE	\$83.15
	455237	PACIFIC PALMS LAUNDRY BLDG	\$505.07
	455238	TRAIL IMPROVEMENTS ALONG TEMPLE/AZUSA	\$17,559.37
	455239	HIGHWAY BRIDGE PROGRAM	\$2,835.39
	455240	FISCAL YEAR BUDGET	\$15,364.13
	455241	STORM DRAIN IN AJAX AVE	\$249.44
	455242	FOLLOW'S CAMP	\$3,350.13
	455243	VARIOUS ASSIGMENTS RELATED TO SA TO THE	\$3,868.66
	455244	NEW CUL-DE-SAC EAST OF FAURE AVE	\$374.16

**CITY OF INDUSTRY
WELLS FARGO BANK
January 12, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	455245	12/22/2016	NELSON AVE AND PUENTE AVE INTERSECTION	\$421.91
	455246	12/22/2016	ARENTH AVE RECONSTRUCTION	\$26,691.91
	455247	12/22/2016	USGR STORMWATER CAPTURE PROJ	\$1,681.44
	455248	12/22/2016	RESURFACING OF UNRUH AVE	\$2,820.21
	455249	12/22/2016	CARTEGRAPH IMPLEMENATION/MGMT	\$134.27
	455250	12/22/2016	CITYWIDE CATCH BASIN RETROFITS	\$3,759.57
	455251	12/22/2016	COI PAVEMENT MGMT SYSTEM	\$344.94
	455252	12/22/2016	GRAND AVE BRIDGE WIDENING	\$501.97
	455253	12/22/2016	FULLERTON ROAD GRADE SEPERATION	\$12,850.92
	455254	12/22/2016	FAIRWAY DR GRADE SEPARATION	\$2,135.94
	455255	12/22/2016	NOGALES GRADE SEPARATION	\$993.54
65438	01/12/2017		COUNTY OF LOS ANGELES	\$3,920.13
	Invoice	Date	Description	Amount
	906F	11/29/2016	WEED ABATEMENT-VARIOUS SITES	\$3,920.13
65439	01/12/2017		D M V RENEWAL	\$184.00
	Invoice	Date	Description	Amount
	7C21316-17	12/19/2016	REGISTRATION RENEWAL-LIC 7C21316	\$184.00
65440	01/12/2017		DAKOTA BACKFLOW CO.	\$2,785.00
	Invoice	Date	Description	Amount
	39753	11/23/2016	BACKFLOW TEST REPORT-HOMESTEAD	\$1,580.00
	40056	12/12/2016	BACKFLOW TESTING-HOMESTEAD	\$1,125.00
	40124	12/08/2016	BACKFLOW TESTING-AZUSA & GEMINI	\$80.00
65441	01/12/2017		DAPEER, ROSENBLIT, AND LITVAK,	\$8,641.80
	Invoice	Date	Description	Amount
	11923	11/30/2016	LEGAL SVC-CODE ENFORCEMENT	\$3,701.96
	11924	11/30/2016	LEGAL SVC-AMAR RD DISPENSARY	\$4,939.84

**CITY OF INDUSTRY
WELLS FARGO BANK
January 12, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
65442	01/12/2017		DEPT OF ANIMAL CARE & CONTROL	\$5,184.00
	Invoice	Date	Description	Amount
	12/15/16	12/15/2016	SHELTER COSTS-NOV 2016	\$5,184.00
65443	01/12/2017		EASYLINK SERVICES	\$56.35
	Invoice	Date	Description	Amount
	07634191612	12/02/2016	FAX SVC-NOV 2016	\$56.35
65444	01/12/2017		EGOSCUE LAW GROUP	\$1,673.96
	Invoice	Date	Description	Amount
	11469	12/06/2016	LEGALSVC-FOLLOW'S CAMP	\$1,673.96
65445	01/12/2017		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount
	5389	12/15/2016	PUENTE HILLS AUTO DISPLAY-JAN 2017	\$1,763.00
65446	01/12/2017		FEDERAL EXPRESS CORP.	\$30.77
	Invoice	Date	Description	Amount
	5-637-32649	12/09/2016	MESSENGER SVC	\$30.77
65447	01/12/2017		GMS ELEVATOR SERVICES, INC	\$950.00
	Invoice	Date	Description	Amount
	00085345	11/29/2016	FIVE YEAR LOAD TEST	\$950.00
65448	01/12/2017		HADDICK'S AUTO BODY	\$10,886.55
	Invoice	Date	Description	Amount
	H-76061	12/12/2016	TOWING SVC-DONATION BINS	\$134.00
	047747	12/17/2016	AUTO MAINT-LIC 1154129	\$607.08
	047743	12/16/2016	AUTO MAINT-LIC 1242761 (YAL)	\$1,818.80
	047745	12/16/2016	AUTO MAINT-LIC 1279695 (YAL)	\$1,040.23
	047744	12/16/2016	AUTO MAINT-LIC 1264382 (YAL)	\$779.34

**CITY OF INDUSTRY
WELLS FARGO BANK
January 12, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
047750	12/17/2016		AUTO MAINT-LIC 1279616	\$1,463.87
047751	12/17/2016		AUTO MAINT-LIC 6UQX922	\$505.83
047754	12/17/2016		AUTO MAINT-LIC 1370863	\$631.42
047742	12/16/2016		AUTO MAINT-LIC 1347776	\$99.91
047740	12/16/2016		AUTO MAINT-LIC 1356177	\$129.25
047738	12/16/2016		AUTO MAINT-LIC 1370863	\$54.02
047739	12/16/2016		AUTO MAINT-LIC 1279616	\$1,584.81
047748	12/17/2016		AUTO MAINT-LIC 1298317 (YAL)	\$1,246.17
047746	12/17/2016		AUTO MAINT-LIC 1332665 (YAL)	\$791.82
65449	01/12/2017		HISTORICAL RESOURCES, INC.	\$62,486.13
	Invoice	Date	Description	Amount
	12/22/16	12/22/2016	AGREEMENT REIMBURSEMENT-DEC 2016	\$62,486.13
65450	01/12/2017		HOME DEPOT CREDIT SERVICE	\$229.14
	Invoice	Date	Description	Amount
	8974395-C	12/16/2016	MISC SUPPLIES-CITY HALL	\$36.98
	9314745	12/15/2016	MISC SUPPLIES-CITY HALL	\$112.19
	5051899	11/29/2016	MISC SUPPLIES-CITY HALL	\$79.97
65451	01/12/2017		INDUSTRY SECURITY SERVICES	\$37,988.56
	Invoice	Date	Description	Amount
	14-19497	12/09/2016	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-19486	12/09/2016	SECURITY SVC 12/2-12/8/16	\$16,807.16
	14-19542	12/16/2016	SECURITY SVC 12/9-12/15/16	\$16,807.16
	14-19553	12/16/2016	SECURITY SVC-TRES HERMANOS	\$2,187.12
65452	01/12/2017		INTERTIE	\$16,450.00
	Invoice	Date	Description	Amount
	1710	12/02/2016	ENERGY CONSULTING	\$16,450.00

**CITY OF INDUSTRY
WELLS FARGO BANK**

January 12, 2017

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
65453	01/12/2017		JANUS PEST MANAGEMENT	\$710.00
	Invoice	Date	Description	Amount
	182355	11/07/2016	PEST SVC-TRES HERMANOS	\$125.00
	182878	11/18/2016	PEST SVC-15559 RAUSCH RD	\$85.00
	182877	11/18/2016	PEST SVC-15660 STAFFORD (IPUC)	\$85.00
	182879	11/18/2016	PEST SVC-IMC	\$145.00
	182356	11/07/2016	PEST SVC-TONNER CYN	\$125.00
	182876	11/18/2016	PEST SVC-CITY HALL	\$145.00
65454	01/12/2017		LANG, HANSEN, O'MALLEY &	\$25,000.00
	Invoice	Date	Description	Amount
	5914	12/06/2016	LEGISLATIVE SVC-DEC 2016	\$25,000.00
65455	01/12/2017		LOCKS PLUS	\$165.90
	Invoice	Date	Description	Amount
	23625	12/15/2016	REPAIR DOOR-IMC	\$165.90
65456	01/12/2017		METHOD TECHNOLOGIES	\$28.75
	Invoice	Date	Description	Amount
	35377	12/14/2016	UPDATE CITY WEBSITE	\$28.75
65457	01/12/2017		MR PLANT & INTERIOR BOTANICAL	\$702.00
	Invoice	Date	Description	Amount
	JAN 5388	01/01/2017	PLANT MAINT-JAN 2017	\$114.00
	JAN 5389	01/01/2017	PLANT MAINT-JAN 2017	\$588.00
65458	01/12/2017		MUSULMAN ROOFING CO., INC.	\$12,820.00
	Invoice	Date	Description	Amount
	11/28/16	11/28/2016	EMERGENCY ROOF REPAIR-CITY HALL	\$3,500.00
	11/28/16-A	11/28/2016	EMERGENCY ROOF REPAIRS-1123 HATCHER AVE	\$9,320.00

**CITY OF INDUSTRY
WELLS FARGO BANK
January 12, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
65459	01/12/2017		NORTON ROSE FULBRIGHT US LLP	\$11,970.00
	Invoice	Date	Description	Amount
	11649294	12/05/2016	BOND SVC FOR 2016 REFUNDING BOND-NOV 2016	\$11,970.00
65460	01/12/2017		OLMOS PROFESSIONAL SERVICES	\$8,782.00
	Invoice	Date	Description	Amount
	232	12/31/2016	JANITORIAL SVC-IPUC BLDG	\$1,815.00
	233	12/31/2016	JANITORIAL SVC-CITY HALL	\$5,500.00
	235	12/31/2016	JANITORIAL SVC-IMC	\$1,467.00
65461	01/12/2017		PADILLA, YVETTE	\$2,624.70
	Invoice	Date	Description	Amount
	FALL 2016	12/20/2016	REIMBURSE FOR TUITION AND BOOKS	\$2,624.70
65462	01/12/2017		PAETEC COMMUNICATIONS	\$797.12
	Invoice	Date	Description	Amount
	68700141	12/10/2016	CITY HALL PHONE SVC-DEC 2016	\$797.12
65463	01/12/2017		PARAGAS, SUSAN	\$122.00
	Invoice	Date	Description	Amount
	12/19/16	12/19/2016	REIMBURSE-LUNCH FOR FINANCIAL ANALYST	\$122.00
65464	01/12/2017		PARRIOTT, JEFF	\$3,045.00
	Invoice	Date	Description	Amount
	00507	12/14/2016	PROF SVC-HOMESTEAD	\$3,045.00
65465	01/12/2017		PARS	\$300.00
	Invoice	Date	Description	Amount
	36088	12/13/2016	REP FEES	\$300.00
65466	01/12/2017		PITNEY BOWES, INC.	\$88.00

**CITY OF INDUSTRY
WELLS FARGO BANK
January 12, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	1002658073	12/09/2016	SUPPLIES FOR POSTAGE MACHINE	\$88.00
65467	01/12/2017		POST ALARM SYSTEMS	\$286.90
	Invoice	Date	Description	Amount
	929465	12/05/2016	MONITORING SVC-HOMESTEAD FOR JAN 2017	\$286.90
65468	01/12/2017		ProcureIT USA, LLC	\$15,872.53
	Invoice	Date	Description	Amount
	PIT19972	12/09/2016	COMPUTER EQUIPMENT	\$1,997.27
	PIT1375	12/16/2016	COMPUTER EQUIPMENT	\$13,875.26
65469	01/12/2017		R.F. DICKSON CO., INC.	\$17,131.51
	Invoice	Date	Description	Amount
	2508278	11/30/2016	STREET AND PARKING LOT SWEEPING	\$17,131.51
65470	01/12/2017		RASIC, ALEXANDRA	\$82.15
	Invoice	Date	Description	Amount
	12/07/16	12/07/2016	REIMBURSMET FOR TRAVEL EXPENSE	\$82.15
65471	01/12/2017		REGIONAL GOVERNMENT	\$24,578.85
	Invoice	Date	Description	Amount
	6568	11/30/2016	HR SERVICE-JOB POSTING	\$780.00
	6499	11/30/2016	HR SVC-NOV 2016	\$23,798.85
65472	01/12/2017		RICOH USA, INC.	\$95.43
	Invoice	Date	Description	Amount
	5046083850	12/13/2016	METER READING-HR COPIER	\$55.39
	5045922459	12/04/2016	METER READING-CODE ENFORCEMENT COPIER	\$40.04
65473	01/12/2017		SA TO THE IUDA - PROJECT 1	\$24,950.64

**CITY OF INDUSTRY
WELLS FARGO BANK
January 12, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	12/12/16	12/12/2016	REIMBURSE FOR ONE WEST BANK RENT-SEP 2016	\$24,950.64
65474	01/12/2017		SAN GABRIEL VALLEY NEWSPAPER	\$1,140.00
	Invoice	Date	Description	Amount
	0000293385	11/30/2016	MONTHLY ADVERTISING-HOMESTEAD	\$1,140.00
65475	01/12/2017		SCS FIELD SERVICES	\$5,427.45
	Invoice	Date	Description	Amount
	0291157	11/30/2016	INDUSTRY HILLS-MAINT LANDFILL GAS SYSTEM	\$5,427.45
65476	01/12/2017		SO CAL INDUSTRIES	\$183.80
	Invoice	Date	Description	Amount
	253154	12/09/2016	RR RENTAL-TONNER CYN/GRAND AVE	\$93.87
	252616	12/06/2016	FENCE RENTAL-INDUSTRY HILLS	\$89.93
65477	01/12/2017		SPITZZERI, PAUL	\$114.61
	Invoice	Date	Description	Amount
	12/07/16	12/07/2016	REIMBURSEMENT FOR TRAVEL EXPENSE AND MISC	\$114.61
65478	01/12/2017		STAPLES BUSINESS ADVANTAGE	\$713.67
	Invoice	Date	Description	Amount
	8042234065	12/10/2016	OFFICE SUPPLIES	\$400.77
	8042136669	12/03/2016	OFFICE SUPPLIES	\$312.90
65479	01/12/2017		THE MORROW LAW FIRM	\$5,000.00
	Invoice	Date	Description	Amount
	12/08/2016	12/08/2016	CITY CLERK SVC-NOV 2016	\$5,000.00
65480	01/12/2017		TRIANGLE SPORTS	\$114.45
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
January 12, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	33898	12/09/2016	RETIREMENT PLAQUES	\$114.45
65481	01/12/2017		TRIBUNE DIRECT MARKETING, LLC	\$305.30
	Invoice	Date	Description	Amount
	64674	11/17/2016	PURCHASED MAILING LIST	\$305.30
65482	01/12/2017		TRIMARK ASSOCIATES, INC.	\$3,453.34
	Invoice	Date	Description	Amount
	EB1100M-REV	12/07/2016	MAINT SVC-METRO SOLAR	\$1,726.67
	EB1100M	11/01/2016	MAINT SVC-METRO SOLAR	\$1,726.67
65483	01/12/2017		UNDERGROUND SERVICE ALERT OF	\$28.50
	Invoice	Date	Description	Amount
	1120160157	12/01/2016	DIG ALERTS	\$28.50
65484	01/12/2017		UNION PACIFIC RAILROAD	\$26,690.00
	Invoice	Date	Description	Amount
	284389881	12/07/2016	MAINT OF GATES-LEMON AVE/FAIRWAY DR	\$26,690.00
65485	01/12/2017		WEGER, KRISTEN	\$1,932.21
	Invoice	Date	Description	Amount
	12/16/16	12/16/2016	REIMBURSE FOR TUITION FEES AT CAL POLY	\$1,932.21
65486	01/12/2017		WEST COAST ARBORISTS, INC.	\$7,600.00
	Invoice	Date	Description	Amount
	1-2836	12/05/2016	TREE PRUNING AND REMOVAL-EL ENCANTO	\$7,600.00

Checks	Status	Count	Transaction Amount
	Total	101	\$1,380,235.19

CITY COUNCIL

ITEM NO. 6.1

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of January 12, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Martin & Chapman Co., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Eighteen Thousand Five Hundred Dollars (\$18,500.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Industry
15625 E. Stafford, Suite 100
City of Industry, CA 91744

Attention: City Manager

With a Copy To: James M. Casso, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

To Consultant: Scott Martin, President
Martin & Chapman Co.
1951 Wright Circle
Anaheim, CA 92806

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

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

and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the

Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

“CITY”
City of Industry

“CONSULTANT”
Martin & Chapman Co.

By: _____
Paul J. Philips, City Manager

By: _____
Scott Martin, President

Attest:

By: _____
Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Consultant shall render the following services in connection with the City's General Municipal Election to be held on Tuesday, June 6, 2017:

- a. The Consultant shall furnish to the City the election services and supplies which shall include, but not be restricted to the following:
 - Pre-election supplies - Instruction and procedures manuals
 - Calendar of events/target dates, setting out dates and requirements of the Elections Code
 - Nomination supplies
 - Vote by Mail ballot supplies
 - Precinct supplies
 - Reports – voter registration and polling places
 - Vote by Mail tracking system
 - Mailing Labels for Permanent Vote by Mail ballots and Sample Ballots
 - Sample Ballots/Voter information pamphlets
 - Official Ballots, including test/duplicate ballots and privacy sleeves
 - Ballot counting services/election night supplies/operators
 - Foreign language translation services
 - Insert and mail Permanent Vote by Mail ballots (optional)
 - Mailing services – for Sample Ballots
 - Delivery services
- b. Consultant shall be “on call” by telephone. This means that Consultant shall be available at any time during regular business hours to the City, prior to and during the election, and until the completion of the official canvass of the election, and during the same period to, upon request, appear in person and work in cooperation with the City, upon any election task or problems which may arise.
- c. Consultant shall furnish additional working forms, outlines, check lists and schedules which will aid the City in keeping track of procedural details of the election. Such documents shall include, but are not limited to, forms, outlines, check lists and schedules identified in Consultant's “Election Handbook”, “Order Form for Cities Conducting Own Election”, and “City Information Fact Sheet Regarding Your Upcoming Election”.
- d. Consultant shall prepare print ballot cards and prepare and mail the Voter Information Pamphlets and Sample Ballots to all eligible voters in the City, as required by law.

- e. Consultant shall secure the services of qualified foreign language translators to ensure that all relevant election materials comply with the federal Voting Rights Act and State election laws.
- f. Consultant shall prepare Precinct Supplies for all voting precincts in the languages required for the City.
- g. Consultant shall be at a designated site on the day of the election, to tabulate the votes cast pursuant to the election.
- h. Consultant shall otherwise provide such special and unique services, in close cooperation with the City, as may be necessary for the successful conduct of the election.

EXHIBIT B

RATE SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

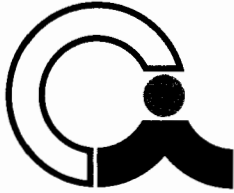
Quantity	Description	Unit Price	Total
4	Candidates Statements	\$275.00	\$1,100.00
MAILING SERVICES / ALL MAIL BALLOTS			
1	Track My Mail / Planet Code tracking	\$300.00	\$300.00
1	Intelligent Mail Barcode Full Service Preparation Fee	\$100.00	\$100.00
1	Transfer of Data File to Mailer	\$250.00	\$250.00
149	54-day file / Addressing Envelopes	\$0.055	\$8.20
1	Ballot Group setups	\$10.00	\$10.00
112	Inserting PVBM materials / 54 day only / 5 Items		\$82.24
1	Mail preparation, Postal Documentation	\$150.00	\$150.00
38	Inserting materials into Envelopes for City Clerk's use		\$61.50
5	29-day file / Addressing Envelopes or labels	\$0.05	\$0.25
11	15-day file / Addressing Envelopes or labels	\$0.05	\$0.55
POSTAGE ACTIVITY / ALL MAIL BALLOTS			
150	Affix Meter Tape 1st class Postage - 54 Day file	\$0.25	\$37.50
DELIVERY SERVICES			
1	Deliver Ail Mail Ballot Packages to Post Office	\$500.00	\$500.00
1	Deliver VBM Supplies to City	\$150.00	\$150.00
	UPS/Fed Ex charges		\$75.00
	Total Nontaxable Items		\$4,250.24
	ESTIMATED COST FOR 2017 ELECTION		\$15,996.32
	2017 IMPLEMENTATION SURCHARGE	15%	\$2,399.45
			\$18,395.77
POSTAGE RECONCILIATION / ALL MAIL BALLOTS			
	Postage Received from City / Check #	\$0.00	
150	54 Day Ballot Packages	\$77.28	
	Total Postage Used	\$77.28	
	Additional Postage Due (Credit for unused postage)	\$77.28	\$77.28
	TOTAL OF POSTAGE DUE (OR CREDIT TO CITY)		\$77.28
	TOTAL FOR THIS PROJECT		\$18,473.05

Definitions of terms used above:

- 1 **Processing of County Voter Files Received:** Consultant receives a voter file in either flat or delimited format from the county, and we must format and manipulate that data to put into our programs that then generate reports and labels.
- 2 **Generate PVBM Voter Labels:** Consultant *takes the formatted* voter file, extracts the PVBM voters, merges it with a postal software for automated sorting, upload it to Track My Mail software, and adds the Intelligent Mail Barcode to each voter.
- 3 **Generate Voter Address Labels:** Consultant takes the formatted voter file, merges it with a postal software for automated sorting for the best postage amount, and merges with your assigned precinct and polling places for each voter,
- 4 **Affixing Address Labels:** Consultant sends the generated voter address labels from above to a mailing house, which then affixes (via inkjet) the voters name, address and polling place information onto the sample ballots for each voter.
- 5 **Addressing PVBM Envelopes:** Consultant sends the generated pvbm voter address labels from above to Consultant's envelope addresser, which then affixes (via inkjet) the voters name, address and voter ID information onto the envelope for each pvbm voter.

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

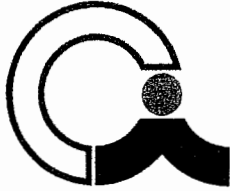
Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council
FROM: Paul J. Philips, City Manager *Paul J. Philips*
DATE: January 12, 2016
SUBJECT: One Vacant Position on the (City of Industry) Civic-Recreational-Industrial Authority

In November of 2016, Becky Simon was appointed to the Planning Commission. So, one vacant seat exists on the Civic-Recreational-Industrial Authority. A recent recruitment, with a deadline of December 19, 2016, resulted in the receipt of one application that was submitted by Danny Molina. A copy of the application is attached.

IT IS RECOMMENDED that the City Council take action to fill the vacant seat and/or provide additional direction to staff.



CITY OF INDUSTRY

Incorporated June 18, 1957

RECEIVED

DEC 9 2016

CITY OF INDUSTRY

CITY OF INDUSTRY

APPLICATION FOR CITY COMMISSION OR AUTHORITY

To: The Honorable Mayor and Members of the City Council

Please accept this correspondence as my formal interest in serving on the
City of Industry CITY-RECREATIONAL-INDUSTRIAL-AUTHORITY.

I very much appreciate your consideration.

Sincerely,

DANNY MOLINA

Print your name

Address

Phone Number

Email Address

[Signature]
Signature

12-7-16
Date

CITY COUNCIL

ITEM NO. 6.3

(The back up material for this item was not available at the time of publication. This information will be distributed as a handout as soon as it becomes available.)

CITY COUNCIL

ITEM NO. 6.4





CITY OF INDUSTRY

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

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager 

STAFF: Tim Kolset, Project Manager 

DATE: January 12, 2017

SUBJECT: Consideration to Reject the Industry Business Center East Side Streetlight and Cabling Plan Bids

On November 16, 2016, the Industry Public Utilities Commission (“IPUC”) advertised the Industry Business Center East Side Streetlight and Cabling Plan bid for services to install and procure a 12kV distribution system, streetlights and associated equipment via the City of Industry’s PlanetBids vendor portal. The bid closed on December 19th 2016 with four (4) companies bidding for the opportunity. The bidding companies were Pacific Utility Installation (PUI), International Line Builders, Inc (ILB), Southern Contracting Company and High Light Electric Inc. Since the bid has closed the IPUC has identified the need to place new fiber optic infrastructure alongside the streetlight and cabling work. The IPUC would like to include the fiber optic infrastructure work into the streetlight and cabling plan to take advantage of installation commonalities and reduce time, costs and environmental impacts that may occur if the work done for the streetlight and cabling plan needed to be redone to accommodate the fiber optic infrastructure. Based on the potential cost and time saving measures IPUC staff is recommending that the City Council reject all Industry Business Center East Side Streetlight and Cabling bids and allow the IPUC to include the fiber optic infrastructure work in a new bid for services.

A Notice of Intent to reject all bids was sent to the bidders on December 23, 2016

Fiscal Impact

Rejection of the Industry Business Center East Side Streetlight and Cabling Plan bids will have no fiscal impact to the IPUC or City of Industry.

Recommendations

1. IPUC recommends that the City Council to reject all bids related to the Industry Business Center East Side Streetlight and Cabling Plan.

Exhibits

A. City of Industry Notice of Intent to Reject all Bids

PJP:TK

EXHIBIT A

City of Industry Notice of Intent to Reject all Bids

[Attached]

Exhibit A



CITY OF INDUSTRY

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

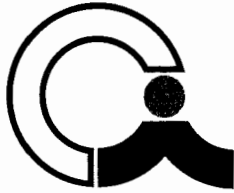
CITY OF INDUSTRY CITY COUNCIL

NOTICE IS HEREBY GIVEN to all bidders that at its regular meeting on January 12, 2017, City Staff will recommend that the City Council formally reject all bids for **Project No. 1430 – Industry Business Center East Side Street Light and Cabling Plan**, as more particularly described in the plans and specifications therefore.


Diane M. Schlichting
Chief Deputy City Clerk

CITY COUNCIL

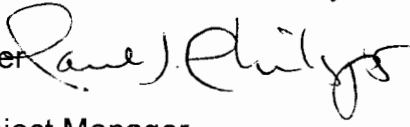
ITEM NO. 6.5




CITY OF INDUSTRY

Incorporated June 18, 1957

To: Honorable Mayor Radecki and Members of the City Council

From: Paul J. Philips, City Manager 

Staff:  Danielle Chupa, Senior Project Manager

Date: January 12, 2017

SUBJECT: Consideration for Authorization by the City Council for the Public Utilities Director to Procure Resource Adequacy Capacity Products on behalf of the City of Industry in an Amount not-to-exceed \$250,000

BACKGROUND:

Resource adequacy (RA) is a mandatory planning and procurement process to ensure resources are secured by load serving entities (ie, City of Industry) to meet the California Independent System Operator's (CAISO's) forecast system, local, and flexible capacity needs per the CAISO tariffs. CAISO is regulated by the Federal Regulatory Energy Commission (FERC). RA helps ensure that capacity exists and is under contract so responsible LSEs can serve all of their load and ensure that the ISO can meet its operational needs and maintain reliability.

The Resource Adequacy program should include six basic elements:

- A procedure for forecasting system conditions relating to Demand, including the forecast peak Demand
- A specified Reserve Margin – this is the amount of capacity over and above the predicted Demand that is necessary to provide adequate Operating Reserve and to account for Contingencies such as Generating Unit Outages and forecast error
- Deliverability – this is a requirement based on Applicable Reliability Criteria that is designed to ensure that capacity needed to meet the Demand Forecast and the Reserve Margin is not constrained by transmission limitations when it is needed to serve Load. Local capacity requirements are also an important part of deliverability requirements.
- Criteria for determining eligible resources and the amount of capacity able to satisfy the Reserve Margin
- Plans developed by the LSEs that identify how they have met their resource adequacy requirements by assembling a portfolio of resources
- Rules under which the resources identified in the plans are made available to the ISO Operator to balance Supply and Demand

Each Load Serving Entity (ie, IPUC) is given an allocation by the California Energy Commission (CEC) and the California Independent System Operator (CAISO) in terms of the amount of system, local and flex capacity that needs to be procured based on their identified annual system demand.

Below are the types of RA and IPUC's general strategy for each:

- **System** – IPUC's requirement is 115% of their CEC adjusted Coincidental Peak Demand. The IPUC intends to satisfy this requirement with a Capacity contract from a 3rd party marketer.
- **Local** – IPUC is assessed a local requirement, generally in the ~4MW range. The IPUC intends to satisfy this requirement with a Capacity contract from a 3rd party marketer.
- **Flex** – There are 3 types of flex RA and IPUC's allocation is submitted to them around May of each year. Most entities tend to procure Flex 1 as it covers the other 2 categories as well, additionally most generators are certified as Flex 1. The types of flex are generally rated based on how fast they can ramp up and how long they can run when called. 2016 is the first required reporting year for Flex RA.

The IPUC, on behalf of the City, needs to procure the required capacities by category to meet the obligations, that must be met on a monthly basis.

REGULATORY REQUIREMENTS:

As required by the Federal Power Act of 1935, the CAISO operates under the terms and conditions of its FERC approved tariff, which contains the rates, terms and conditions governing all areas of the CAISO business, including:

- Requirements for participating in the ISO's energy and ancillary services markets
- Rules for determining the prices paid to providers of electricity and ancillary services and how these charges are allocated
- Transmission access charges
- The ISO's grid management charge
- Processes for generation interconnection and transmission planning.

The CAISO FERC-approved tariff is modified, amended, supplemented or restated as needed. If a provision of an existing CAISO contract, business practice manual or operating procedure conflicts with it, the tariff will prevail to the extent of the inconsistency.

FISCAL IMPACT:

The recommended actions will authorize the amount not to exceed \$250,000 from the Electric Utility Reserves Fund be appropriated to the Electric Utility Fund – Miscellaneous (Account no. 161-300-5125) in the amount not to exceed \$250,000 to procure the required resource adequacy capacities through the end of 2017.

RECOMMENDATION:

IPUC recommends to the City Council for authorization of the Public Utilities Director to procure Resource Adequacy products on behalf of the City in an amount not to exceed \$250,000.

CITY COUNCIL

ITEM NO. 7.1



CITY OF INDUSTRY

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

CITY OF INDUSTRY CITY COUNCIL NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Industry will hold a public hearing on Thursday, January 12, 2017 at 9:00 a.m., in the Council Chambers, 15651 East Stafford Street, City of Industry, California, to consider the following matter:

AN ORDINANCE ADOPTING TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE, WITH LOCAL AMENDMENTS

A copy of all relevant material regarding the proposed ordinance is on file in the Office of the City Clerk at City Hall, 15625 E. Stafford Street, City of Industry, CA 91744. All interested persons are invited to inspect the file and to be present to give testimony at the public hearing. Written comments may be sent via U.S. Mail or by hand delivery to the City of Industry, at City Hall, at the address listed above.

If you challenge the nature of the proposed application in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Industry at, or prior to, the public hearing.

Diane M. Schlichting
Chief Deputy City Clerk of the City of Industry

Publish Dates: 12/30/2016
1/6/2017

ORDINANCE NO. 799

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE; INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME

THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings.

The City Council of the City of Industry (the "City") adopts this ordinance based upon the following findings and determinations:

(A) Pursuant to California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5, the City Council hereby makes each finding of reasonable necessity for modifications as stated separately in Attachment 1, to the December 22, 2016 City Council Agenda Report for each such modification as identified in Los Angeles County Title 33. These modifications to the California Building Standards Code, incorporating the model codes are reasonably necessary due to the high potential for seismic activity which make structures particularly vulnerable to structural damage.

SECTION 2. CEQA.

Upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for this Ordinance, the City Council hereby finds and determines that this Ordinance does not have the potential for causing a significant effect on the environment. Accordingly, the City Council finds and determines that this Ordinance is exempt from California Environmental Quality Act ("CEQA", Public Resources Code § 21000 *et seq.*) pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment and thereby the City Council approves and adopt the Notice of Exemption. The City Council further directs Staff to file the Notice of Exemption, as authorized by law.

SECTION 3. Municipal Code Amendment.

Chapter 15.30 (Existing Building Code) of Title of the City of Industry Municipal Code is hereby added to read in its entirety as follows:

15.30.010 Adoption of existing building code.

A. The Los Angeles County Building Code, codified as Title 33 of the Los Angeles County Code, as such code may be amended from time to time, except as hereinafter amended by this chapter, is adopted by reference as the existing building code of the city.

B. One copy of the Los Angeles County Existing Building Code shall be at all times maintained in the office of the city clerk for use and examination by the public.

15.30.020 Definitions.

Whenever any of the following terms or phrases are used in the Los Angeles County Existing Building Code, each such term or phrase shall be deemed and construed to have the meaning ascribed to it in this section:

- A. "City" shall mean the City of Industry.
- B. "County," "county of Los Angeles" or "unincorporated portion of the county" shall mean the City of Industry
- C. "Electrical code" shall mean Chapter 15.20 of this code.
- D. "Fire code" or "Los Angeles County Fire Code" shall mean Chapter 15.28 of this code.
- E. "General fund" shall mean the city treasury of the city of Industry.
- F. "Health code" or "Los Angeles County Health Code" shall mean Chapter 8.04 of this code.
- G. "Health officer" shall mean the health officer of the city of Industry.
- H. "Mechanical code" shall mean Chapter 15.16 of this code.
- I. "Plumbing code" shall mean Chapter 15.24 of this code. (Ord. 680 § 2, 2002)
- J. "Existing Building code" shall mean Chapter 15.30 of this code.

15.30.030 Violations and penalties.

Section 103 of the Los Angeles County Building Code is hereby adopted and amended in part as follows:

103.1 Compliance with Code. No person shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure or perform any grading in the city or cause the same to be, contrary to, or in violation of any of the provisions of this Code.

103.2. Violation. No person shall own, use, occupy or maintain any building or structure or portion thereof, in the city, or cause the same to be done, contrary to, or in violation of, any of the provisions of this Code.

103.3 Penalty. Any person violating any of the provisions of this Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty off a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed, continued or permitted, and upon conviction of any such violation such

person shall be punishable by a fine of not more than \$1,000.00 or by imprisonment for not more than six months, or by both such fine and imprisonment. The provisions of this Section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this Code.

103.5 Costs. Any person that violates any provision of this Code shall be responsible for the costs of any and all Code enforcement actions taken by the Building Official in response to such violations. These costs shall be based on the amounts, specified in Sections 107.9 and 107.13 of this Code.

SECTION 4. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

SECTION 5. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission, as required by law.

SECTION 6. Effective Date.

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

SECTION 7. 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.

(RECORD OF VOTE AND SIGNATURES ON FOLLOWING PAGE)

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on January 12, 2017 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Diane M. Schlichting, Chief Deputy City Clerk